

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, APRIL 26, 2021, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

**DUE TO THE COVID 19 PANDEMIC, THE VILLAGE WILL BE UTILIZING A CONFERENCE CALL FOR THIS MEETING.**

**THE PUBLIC CAN UTILIZE THE FOLLOWING CALL IN NUMBER:**

Dial in Phone Number: 312 626 6799

Meeting ID: 828 6205 2822

Written Public Comments Can Be Submitted By 5:15 P.M. on April 26, 2021, to [cmardegan@willowbrook.il.us](mailto:cmardegan@willowbrook.il.us)

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
5. OMNIBUS VOTE AGENDA:
  - a. Waive Reading of Minutes (APPROVE)
  - b. Minutes - Regular Board Meeting - April 12, 2021 (APPROVE)
  - c. Warrants - \$ 122,759.73 (APPROVE)
  - d. ORDINANCE NO. 21-O- 20 - An Ordinance Extending Temporary Executive Powers Pursuant to 65 ILCS 5/11-1-6 (PASS)
  - e. RESOLUTION NO. 21-O-21 - A Resolution Authorizing the Purchase of One 2018 Ford F-450 XL 4x4 Dump Truck from Hawk Ford, at a Total Cost Not to Exceed\$78,910.00 (ADOPT)
  - f. RESOLUTION NO. 21-O-22 - A Resolution Authorizing the Purchase of One 2021 International 4X2 5-Ton Dump HV-507 Equipped with Snow Fighter Package and

- Extended Warranty at a Total Cost Not to Exceed \$179,927.00 (ADOPT)
- g. RESOLUTION NO. 21-O-23 - A Resolution Authorizing the Purchase of Bulk Rock Salt for Use Within the Village of Willowbrook for the 2021/2022 Winter Season (ADOPT)
- h. RESOLUTION NO. 21-O-24 - A Resolution Approving and Authorizing the Mayor to Execute an Agreement with NJ Ryan Tree & Landscaping, LLC to Conduct the 2021 Village-Wide Spring and Fall Brush Collection Program in an Amount Not to Exceed \$31,200.00 (ADOPT)
- i. Receive Plan Commission Recommendation for a Special Use Permit for a Fast Food Establishment and a Special Use Permit for a Drive-Through in the B-2 Community Shopping District, including certain variations from Title 9 of the Village Code. The Applicant seeks to demolish the existing gas/service station and construct a one-story, 2,300 square foot building and drive-through with associated on- and off-site improvements. The Applicant is Hakim Yala of Panda Express, Inc., 1683 Walnut Grove Avenue, Rosemead CA 91770. The Property Owner is True North Energy, LLC, 10346 Brecksville Road, Brecksville OH 44141 (RECEIVE)

NEW BUSINESS

6. MOTION - A Motion to Approve the FY 2021/22 Budget (PASS)
7. MOTION - A Motion to Approve Meritorious Service Award for Officer Darren Biggs (PASS)
8. ORDINANCE NO. 21-O-22 - An Ordinance Amending Chapter 13 Entitled "Solicitors" of Title 3 Entitled "Business Regulations" of the Village Code of Ordinances of the Village of Willowbrook (ADOPT)
9. RESOLUTION NO. 21-O-25 A Resolution Approving and Accepting a Proposal and Authorizing the Village Administrator to Execute an Agreement with Robert Half International, Inc. ("Accountemps") to Provide Temporary Staffing Services to the Village of Willowbrook (ADOPT)

10. CLOSED SESSION  
The Appointment, Employment, Compensation, Discipline, Performances or Dismissal of Specific Village Employees
11. RECONVENE BOARD MEETING
12. RESOLUTION NO. 21-O-26 - A Resolution Approving and Authorizing the Mayor to Execute, on Behalf of the Village of Willowbrook, an Employment Agreement with Robert Schaller for the Employment Position of Chief of Police of the Village of Willowbrook, DuPage County, Illinois (ADOPT)
13. RESOLUTION NO. 21-O-27 - A Resolution Approving and Authorizing the Mayor to Execute, on Behalf of the Village of Willowbrook, an Employment Agreement with Caroline A. Dittman for the Employment Position of Director of Finance of the Village of Willowbrook, DuPage County, Illinois (ADOPT)
14. RESOLUTION NO. 21-O-28 - A Resolution Approving and Authorizing the Mayor to Execute, on Behalf of the Village of Willowbrook, an Employment Agreement with Brian Pabst for the Employment Position of Village Administrator of the Village of Willowbrook, DuPage County, Illinois (ADOPT)

PRIOR BUSINESS

15. TRUSTEE REPORTS
16. ATTORNEY'S REPORT
17. CLERK'S REPORT
18. ADMINISTRATOR'S REPORT
19. MAYOR'S REPORT
20. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, APRIL 12, 2021 AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS .

DUE TO THE COVID 19 PANDEMIC, THE VILLAGE WILL BE UTILIZING A ZOOM CONFERENCE CALL FOR THIS MEETING.

1. CALL TO ORDER

The meeting was called to order at 6:32 P.M. by Mayor Frank Trilla.

2. ROLL CALL

Those physically present at roll call were Village Clerk Deborah Hahn, Trustees Michael Mistele, Gayle Neal, Greg Ruffolo, and Village Administrator Brian Pabst.

Present Via conference call, due to the COVID-19 Pandemic, was Mayor Frank A. Trilla, Village Attorney Thomas Bastian, Trustees Sue Berglund, Paul Oggerino, Assistant Village Administrator Sean Halloran, Chief Robert Schaller, Deputy Chief Lauren Kasper, Director of Finance Carrie Dittman, Building Official Roy Giuntoli, Planning Consultant Ann Choi, and Municipal Service Foreman AJ Passero.

\*\*\*Trustee Sue Berglund joined via zoom at 6:49 P.M.

Absent: Trustee Umberto Davi and Christine Mardegan, Deputy Clerk.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Trustee Neal to lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

President of Lake Hinsdale Village Sandra Koutouvidis spoke on behalf of over 850 residents and reminded the Board that on April 8, 2021, she spoke to the Board regarding the residents' opposition regarding a drive-thru by Route 83 and 63<sup>rd</sup> street by the former Juicy O- Restaurant. Koutouvidis presented the Board with a 515 residents sign petition to prevent the drive-thru that and thanked the Board for their time. Mayor Trilla thanked Ms.Kotouvidis for sharing her thoughts.

5. OMNIBUS VOTE AGENDA

Mayor Trilla read over each item in the Omnibus Vote Agenda for the record.

OMNIBUS VOTE AGENDA:

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Special Board Meeting - March 15, 2021 (APPROVE)
- c. Minutes - Regular Board Meeting - March 22, 2021 (APPROVE)
- d. Warrants - \$412,315.32 (APPROVE)
- e. Monthly Financial Report - March 2021 (APPROVE)
- f. ORDINANCE NO. 21-0-16 - An Ordinance Extending Temporary Executive Powers Pursuant to 65 ILCS 5/11-1-6 (PASS)
- g. MOTION - Willowbrook Town Center LLC Developer Note Payment #2 Due April 30, 2021 (PASS)

Mayor Trilla asked the Board if there were any items to be removed from Omnibus Vote Agenda.

MOTION: Made by Trustee Mistele and seconded by Trustee Ruffolo to approve the Omnibus Vote Agenda.

ROLL CALL VOTE: AYES: Trustees, Mistele, Neal, Oggerino, and Ruffolo. NAYS: None. ABSENT: Berglund and Davi.

MOTION DECLARED CARRIED

NEW BUSINESS

6. ORDINANCE NO. 21-0-17 AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT, INCLUDING APPROVAL OF A PRELIMINARY PLAT OF PUD, GRANTING SPECIAL USE PERMITS FOR CERTAIN USES, GRANTING CERTAIN WAIVERS FROM THE ZONING ORDINANCE, GRANTING CERTAIN VARIATIONS FROM THE SUBDIVISION REGULATIONS, GRANTING APPROVAL OF A PRELIMINARY PLAT OF SUBDIVISION, AND RELATED MATTERS PC21-03;735 PLAINFIELD ROAD PUD. (PASS)

Consultant Choi thanked Mayor Trilla.

Before you tonight is the Preliminary Plat of PUD and Subdivision approval for the 735 Plainfield Road PUD development.

It is preliminary, meaning the applicant is achieving approval of the entitlement or the zoning.

The applicant will be required to come back with final plans for review by the Plan Commission, and the Board will have another chance to review and approve an ordinance. The Final PUD plans must be in substantial compliance with approved preliminary plans, or the petition will be remanded back to the Plan Commission for a public hearing for any amendments to the preliminary plans.

You have received a very thick agenda packet, including over 280 pages of information, for this proposal. We ran through a lengthy overview of the project in the previous meeting, and I will summarize all of that information as succinctly as possible. The Board can raise specific questions on any particular aspect of the project during my presentation.

The subject property is located on the south side of Plainfield Road, between Illinois Route 83 to the west and Adams Street to the east. The site contains about 2.79 acres and is currently improved with one building, currently vacant but formerly occupied by the Willowbrook Bowling Alley.

The Plan Commission saw several concepts for this site on the following dates:

- o In October 2018, the PC reviewed a sketch plan to repurpose the existing bowling alley into a family entertainment venue with Chase Bank as an outlet (this proposed by the current property owner);
- o In February 2020, the PC reviewed a revised sketch plan for a 3-lot PUD comprised of Chase Bank, a coffee shop with drive-through, and a 90-room hotel;
- o In November 2020, the PC reviewed a second sketch plan for a 3-lot PUD comprised of Chase Bank, a fast-food establishment with a drive-through and a car wash;
- o The applicant applied and presented this same concept with a few adjustments to the Plan Commission at their February 3, 2021, Plan Commission meeting, and public hearing.
- o The public hearing was continued to March 2021 so that the applicant could address the Plan Commission's request to reduce the proposed signage and additional studies on traffic.

- The proposal before you tonight is the preliminary PUD comprised of a three-tenant mixed-use development with a car wash on the southern portion of the property on Lot 1, a fast-food establishment with a drive-thru on the northeast portion of the property on Lot 2, and a bank on the northwest portion of the property on Lot 3. Cross access and cross parking are established throughout the overall property.
- This is an overview of the Preliminary PUD approval, meaning that at the next Board meeting, the Board will decide on zoning approval. If approved, the applicant will be required to come back with final plans for review by the Plan Commission, and the Board will have another chance to see and approve an ordinance. All final plans must be in substantial compliance with approved preliminary plans, or the applicant will be required to file an amendment to the Preliminary PUD drawings.
- The applicant intends to sell Lot 1 and Lot 3 to Encore Car Wash and Chase Bank, respectively, and self-develop and retain ownership of the fast-food establishment on Lot 2. The restaurant operator will be Guzman Y Gomez, an Australian-based, Mexican casual restaurant operator with 135 locations globally and one currently in Naperville, IL.
- Chase Bank wishes to purchase Lot 3, the 0.79-acre lot, and intends to relocate from its current facility on the north side of Plainfield Road into a new 6,660 square foot facility with three drive-thru lanes.
- The proposed development proposes the construction of a new access driveway in the approximate location of the existing access driveway and to replace the full access right-in/left-in and right-out onto Plainfield Road and to restrict it to a right-in/right-out only access. A median separation has also been added to deter left-turn movement for vehicles exiting Plainfield Road.
- The proposed development requires relocating the existing driveway with the Town Center to be shifted slightly to the south more than 20 feet. The applicant would be required to seek authorization from the Town Center to amend the Town Center PUD and the existing development agreement between the Town Center and the Village of Willowbrook as a condition of approval. The approval of the Preliminary PUD is **expressly conditioned** on the approval of an amendment to the Town Center.

- Access to the site is currently provided via two driveways: a full access driveway on Plainfield Road and full access on the internal driveway serving the Willowbrook Town Center Shopping Center. With the proposed development, access to the site will be maintained via the Willowbrook Town Center driveway, and the Plainfield Road access will be restricted to right-in/right-out only. A cross-connection easement will be investigated to the property to the east during the Final PUD phase. This will minimize impacts and conflicts on the adjacent roadway network.
- In terms of circulation, a two-way internal driveway serves as the main circulation path and runs between the proposed lots to provide separation and access to each of the three lots.
- Vehicular circulation for all three uses is much the same in that most cars will likely be arriving from the Plainfield Road driveway or the Town Center driveway and circulate in a clockwise rotation around each building.
- In terms of traffic, the Village's traffic engineer concurred with the findings that the increase in site traffic will have minimal impact on adjacent roadway operations and the traffic summary provided in the TIS and the Site Plan.
- The Village's traffic engineer also concurred with the study's recommendation to provide a southbound left-turn lane on the Willowbrook Town Center driveway at the site access and do not block driveway signing in the northbound direction along with supplemental pavement markings.
- The Village's traffic engineer also noted that the TIS adequately described the stacking availability for each of the proposed site users; but requested there should be more information to indicate the maximum and typical peak queueing expected at each of the uses based on historical data (transactions, traffic counts and/or observations) collected from existing uses (minimum of 3 locations, if feasible), as well as calculated per Village Code, as applicable. A queueing exhibit should be provided that illustrates the stacking capability of the uses (cars spaced at 20-foot intervals).

In conclusion, Staff has previously highlighted the benefits and shortcomings of the proposed development. Staff indicated that the proposed uses are allowed in the underlying zoning district as a combination of permitted

and special uses. Chase Bank will be relocated from its existing location across the street, and there will be a concentration of banks along the south side of Plainfield Road (TCF, Chase, and PNC). There are several car washes associated with gas stations in town, including a car wash expansion that was approved early last year at the northwest intersection of Kingery and Plainfield Road. The proposed development also presents some challenges as the site will need to accommodate, at a minimum, two high-intensity uses on less than three acres, and the project as proposed includes nearly 60 waivers, which may be an indication that the site may not accommodate a combination of uses of this intensity. However, the other end of the argument is the site has sat vacant for some time; the proposed development will bring increased foot traffic, some additional tax revenue to the Village, and additional traffic calming measures on Town Center Drive and Plainfield Road.

The draft ordinance before you tonight incorporated a modification to Condition No.7 originally recommended for approval by the Plan Commission. After consideration and additional conversation with the Village attorney pertaining to the requirement of off-site streetlights, the condition was modified to give more teeth to the condition that in the event that off-site streetlights are feasible, that the applicant will be required to provide plans in compliance with DuDOT standards:

That concludes my report. I am here to answer any questions and the applicant from GW Properties are Alex Katz and Mitch Goltz is here to answer any questions as well.

Mitch Goltz from GW Properties thanked the Board and Ann for their time. This is a project that has been worked on for over a year. This project would bring many great businesses to Willowbrook.

Trustee Mistele stated that this seems to be a dense location with only one entrance at the NE corner with limited access to the site.

Trustee Ruffolo and Trustee Neal agree with Trustee Mistele in that the area is too dense and overused.

MOTION: Made by Trustee Oggerino and seconded by Trustee Neal, failed to pass Ordinance No. 21-0-17 as presented.

ROLL CALL VOTE: AYES: None. NAYS: Trustees, Berglund, Mistele, Neal, Oggerino, and Ruffolo. ABSENT: Davi.

MOTION DECLARED CARRIED

7. ORDINANCE NO. 21-0-18 AN ORDINANCE AMENDING SECTION 5-2-1 ENTITLED "DEFINITIONS" AND SECTION 5-2-6 ENTITLED "PROHIBITED ANIMALS" OF CHAPTER 2 ENTITLED "ANIMALS AND FOWL" OF TITLE 5 ENTITLED "POLICE REGULATIONS" OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS. (PASS)

Assistant Administrator Halloran shared, on March 8, 2021, the Law and Ordinances Committee staff presented a proposed redline version of an enhanced amendment to Chapter 2 – Animals and Fowl regulations. After a review and discussion of the recommendations, staff is proposing the following updates to the existing ordinances:

"(A) It shall be unlawful to keep or maintain cattle, swine, sheep, goats, mule, bull, ox, cow, calf, hog or other livestock or any poultry or fowl of any kind in the Village. No other animals may be kept or maintained in the Village for any purpose other than as pets, except in pet shops, licensed research facilities, animal hospitals, animal shelters, and educational institutions."

(B) EXCEPTION: Residential property owners residing on lots of at least three-quarters (3/4ths) of an acre in size and who have kept and maintained hens for no less than five (5) years

prior to the effective date of this ordinance, may keep and maintain no more than four (4) hens, only as follows:

- 1 . All such hens shall be entirely confined in a pen, coop, building, or other escape-proof enclosure at all times;
2. No structure housing hens shall be erected or maintained within one-hundred (100) feet of any neighboring residence;
3. All pens, coops, buildings, yards, or enclosures for hens shall be kept clean, sanitary, and free from all refuse. All refuse shall be disposed of in a clean and sanitary fashion; and
4. All feed for hens shall be kept in rodent-proof containers.

The exception provided in subsection (B) of this section shall not be transferrable to subsequent purchases or properties and shall not run with the land."

The Law and Ordinances Committee's consensus was to recommend the attached updated ordinance for Village Board consideration at their March 22, 2021 meeting.

MOTION: Made by Trustee Neal and seconded by Trustee Berglund to pass Ordinance No. 21-0-18 as presented.

ROLL CALL VOTE: AYES: Trustees Berglund, Mistele, Neal, Oggerino, and Ruffolo. NAYS: None. ABSENT: Davi.

MOTION DECLARED CARRIED

8. ORDINANCE NO. 21-0-18 AN ORDINANCE AMENDING SECTION 5-2-1 ENTITLED ORDINANCE NO. 21-0-19 ORDINANCE - An Ordinance Amending Section 3 12-5 Entitled "Classifications," of Chapter 12 Entitled "Liquor," of Title 3 Entitled "Business" of the Village Code of Ordinances of the Village of Willowbrook, DuPage County, Illinois(PASS)

Assistant Administrator Halloran stated this ordinance is to increase the number of liquor licenses from eleven (11) to twelve (12)to allow JoJo's Steak House, located at 7409 Kingery Highway, to obtain a liquor license. Please disregard Compass Arena that was listed on the cover sheet; it is a typo. Staff is recommending passing this Ordinance.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to pass Ordinance No. 21-0-19 as presented.

ROLL CALL VOTE: AYES: Trustees Berglund, Mistele, Neal, Oggerino, and Ruffolo. NAYS: None. ABSENT: Davi.

MOTION DECLARED CARRIED

9. RESOLUTION NO. 21-R-20 A Resolution Accepting a Proposal and Authorizing the Mayor and the Village Clerk to Execute an Agreement for the Lease of Two (2) Flock Safety ALPR Cameras. (ADOPT)

Chief Schaller stated, during January 25, 2021, Public Safety

Meeting, the committee discussed the implementation of Automatic License Plate Readers (ALPR) within the Village of Willowbrook. These ALPR would target hotspot locations that additional law Enforcement resources would benefit. ALPR'S leverage NCIC databases to quickly alert Law Enforcement. Research conducted identified FLOCK Safety as an ALPR provider that provides cutting edge technology not only for Law Enforcement applications but also Homeowner Associations. Numerous municipalities in the surrounding area utilize FLOCK Safety which increases the network to connect and collaborate with adjacent agencies and nearby privately-owned cameras in neighborhoods to extend our reach and multiply the search capacity. This is not a budgeted item, but we have funding for it.

A discussion was had on how many other communities and HOA are utilizing Flock Safety ALPR Cameras.

MOTION: Made by Trustee Oggerino and seconded by Trustee Neal to adopt Resolution No. 21-R-20 as presented.

ROLL CALL VOTE: AYES: Trustees Berglund, Mistele, Neal, Oggerino, and Ruffolo. NAYS: None. ABSENT: Davi.

MOTION DECLARED CARRIED

PRIOR BUSINESS

12. TRUSTEE REPORTS

Trustee Neal shared that traffic dolly has had a positive response from residents.

Trustee Ruffolo had no report.

Trustee Mistele had no report.

Trustee Berglund was not present.

Trustee Davi was not present.

Trustee Oggerino had no report.

13. ATTORNEY'S REPORT

Attorney Bastian had no report.

14. CLERK'S REPORT

Clerk Hahn had no report.

15. ADMINISTRATOR'S REPORT

Administrator Pabst had no report.

16. MAYOR'S REPORT

Mayor Trilla: we were notified by a mosque that there were vaccines to share with the community. The Village set up a civic announcement to let the community know about the vaccines. I would like to thank Anjumna-e-Safiee and his church for sharing this news/vaccines with us.

17. CLOSED SESSION

Mayor Trilla advised there was no need for a closed session at tonight's meeting.

18. ADJOURNMENT

MOTION: Made by Trustee Berglund and seconded by Trustee Ruffolo to adjourn the Regular Meeting at the hour of 7:17 P.M.

ROLL CALL VOTE: AYES: Trustees Berglund, Mistele, Neal, Oggerino, and Ruffolo. NAYS: None. ABSENT: Davi.

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

\_\_\_\_\_, 2021.

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Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

WARRANTS

April 26, 2021

GENERAL CORPORATE FUND	-----	\$90,662.68
WATER FUND	-----	\$31,847.05
POLICE PENSION FUND	-----	\$250.00
TOTAL WARRANTS	-----	\$122,759.73

Carrie Dittman, Director of Finance

APPROVED:  
Frank A. Trilla, Mayor

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
04/14/2021	APCH	96951*#	VERIZON WIRELESS	PHONE - TELEPHONES	410-201	05	42.47
				PHONE - TELEPHONES	455-201	10	84.94
				PHONE - TELEPHONES	630-201	30	937.63
				TELEPHONES	710-201	35	84.94
				TELEPHONES	810-201	40	42.47
				CHECK APCHK 96951 TOTAL FOR FUND 01:			1,192.45
04/27/2021	APCH	96953	AFTERMATH, INC.	JAIL SUPPLIES	650-343	30	155.00
04/27/2021	APCH	96954	ALEXANDER EQUIPMENT COMPANY INC	EQUIPMENT RENTAL	750-290	35	283.95
04/27/2021	APCH	96955	ALLIANCE CONCRETE SAWING & DRILL	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	2,100.00
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	3,415.00
				CHECK APCHK 96955 TOTAL FOR FUND 01:			5,515.00
04/27/2021	APCH	96956	ARAMARK UNIFORMS SERVICES	UNIFORMS	710-345	35	278.70
				UNIFORMS	710-345	35	56.99
				UNIFORMS	710-345	35	57.96
				UNIFORMS	710-345	35	401.15
				CHECK APCHK 96956 TOTAL FOR FUND 01:			794.80
04/27/2021	APCH	96958	BLACK GOLD SEPTIC	MAINTENANCE - GARAGE	725-413	35	425.00
04/27/2021	APCH	96959	CARROLL CONSTRUCTION SUPPLY	MAINTENANCE - EQUIPMENT	735-411	35	97.23
				EQUIPMENT RENTAL	750-290	35	410.00
				OPERATING EQUIPMENT	755-401	35	401.56
				CHECK APCHK 96959 TOTAL FOR FUND 01:			908.79
04/27/2021	APCH	96960	CHICAGO SUN-TIMES, INC	PRINTING & PUBLISHING	610-302	25	126.00
04/27/2021	APCH	96961	CHRISTINE MARDEGAN	FUEL/MILEAGE/WASH	455-303	10	23.41
04/27/2021	APCH	96962#	CHRISTOPHER B. BURKE	FEES - ENGINEERING-REIMB	520-245	15	855.26
				FEES - ENGINEERING	520-245	15	37.50
				FEES - ENGINEERING-REIMB	520-245	15	775.00
				FEES - ENGINEERING-REIMB	520-245	15	260.00
				FEES - ENGINEERING	720-245	35	1,885.00
				FEES - ENGINEERING	720-245	35	1,419.79
				FEES - ENGINEERING	720-245	35	1,082.50
				PLAN REVIEW - CIVIL ENGINEER-REIMB	820-254	40	220.00
				PLAN REVIEW - CIVIL ENGINEER-REIMB	820-254	40	220.00

Check Date Bank Check # Payee Description Account Dept Amount

Fund: 01 GENERAL FUND

Check Date	Bank Check #	Payee	Description	Account	Dept	Amount
04/27/2021	APCH 96963#	CITY WIDE OF ILLINOIS	PLAN REVIEW - CIVIL ENGINEER-REIMB	820-254	40	110.00
			PLAN REVIEW - CIVIL ENGINEER-REIMB	820-254	40	335.00
			PLAN REVIEW - CIVIL ENGINEER-REIMB	820-254	40	220.00
			PLAN REVIEW - CIVIL ENGINEER-REIMB	820-254	40	150.00
			PLAN REVIEW - CIVIL ENGINEER-REIMB	820-254	40	220.00
			CHECK APCHK 96962 TOTAL FOR FUND 01:			7,790.05

04/27/2021	APCH 96964*#	COMED	ENERGY/COMED (835 MIDWAY)	466-240	10	528.85
			RED LIGHT - COM ED	630-248	30	40.91
			RED LIGHT - COM ED	630-248	30	41.36
			RED LIGHT - COM ED	630-248	30	32.62
			ENERGY - STREET LIGHTS	745-207	35	477.25
			ENERGY - STREET LIGHTS	745-207	35	42.36
			ENERGY - STREET LIGHTS	745-207	35	508.00
			CHECK APCHK 96964 TOTAL FOR FUND 01:			1,671.35

04/27/2021	APCH 96965*#	DELTA DENTAL PLAN OF ILLINOIS	EMP DED PAY- INSURANCE	210-204	00	1,480.02
			EMP DED PAY- INSURANCE	210-204	00	39.06
			HEALTH/DENTAL/LIFE INSURANCE	455-141	10	228.64
			HEALTH/DENTAL/LIFE INSURANCE	610-141	25	228.64
			HEALTH/DENTAL/LIFE INSURANCE	630-141	30	2,139.30
			HEALTH/DENTAL/LIFE INSURANCE	710-141	35	213.93
			HEALTH/DENTAL/LIFE INSURANCE	810-141	40	228.64
			CHECK APCHK 96965 TOTAL FOR FUND 01:			4,558.23

04/27/2021	APCH 96966	DUPAGE COUNTY RECORDER	FEES/DUES/SUBSCRIPTIONS	455-307	10	76.00
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04/27/2021	APCH 96967	EVT TECH	MAINTENANCE - VEHICLES	630-409	30	195.00
			MAINTENANCE - VEHICLES	630-409	30	195.00
			CHECK APCHK 96967 TOTAL FOR FUND 01:			390.00

04/27/2021	APCH 96968	EWS WELDING SUPPLY, INC	MAINTENANCE - BUILDING	466-228	10	84.19
			MAINTENANCE - BUILDING	466-228	10	244.45
			CHECK APCHK 96968 TOTAL FOR FUND 01:			328.64

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
04/27/2021	APCH	96969	FSS TECHNOLOGIES LLC	MAINTENANCE - BUILDING	466-228	10	168.00
04/27/2021	APCH	96970	FULTON SIREN SERVICES	EQUIPMENT MAINTENANCE	675-263	30	1,026.00
04/27/2021	APCH	96971*#	H AND R CONSTRUCTION INC.	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	2,100.00
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	4,600.00
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	4,600.00
				CHECK APCHK 96971 TOTAL FOR FUND 01:			11,300.00
04/27/2021	APCH	96972#	HOME DEPOT CREDIT SERVICES	MAINTENANCE SUPPLIES	570-331	20	149.90
				MAINTENANCE - SALT BINS	725-414	35	103.82
				MAINTENANCE - EQUIPMENT	740-411	35	319.00
				TRASH REMOVAL	755-279	35	199.75
				OFFICE SUPPLIES	810-301	40	13.47
				CHECK APCHK 96972 TOTAL FOR FUND 01:			785.94
04/27/2021	APCH	96973	HR SIMPLIFIED	HEALTH/DENTAL/LIFE INSURANCE	455-141	10	100.00
04/27/2021	APCH	96974#	JSN CONTRACTORS SUPPLY	BALLFIELD MAINTENANCE	570-280	20	284.40
				MAINTENANCE - GARAGE	725-413	35	204.98
				CHECK APCHK 96974 TOTAL FOR FUND 01:			489.38
04/27/2021	APCH	96975	KANE, MCKENNA & ASSOCIATES, INC.	CONSULTING	455-306	10	487.50
04/27/2021	APCH	96976	KLEIN, THORPE & JENKINS, LTD.	FEES - LABOR COUNSEL	470-242	10	1,861.50
04/27/2021	APCH	96977#	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE	630-315	30	192.88
				COPY SERVICE	630-315	30	63.37
				COPY SERVICE	810-315	40	549.04
				CHECK APCHK 96977 TOTAL FOR FUND 01:			805.29
04/27/2021	APCH	96978	LEADS ON-LINE	FEES/DUES/SUBSCRIPTIONS	630-307	30	1,488.00
04/27/2021	APCH	96981	ORKIN EXTERMINATING	FEES/DUES/SUBSCRIPTIONS	630-307	30	96.63
04/27/2021	APCH	96982	P. F. PETTIBONE & CO.	PRINTING & PUBLISHING	630-302	30	1,073.00
04/27/2021	APCH	96983	PAPER DIRECT	OFFICE SUPPLIES	455-301	10	46.48
04/27/2021	APCH	96984#	PETTY CASH C/O CAROLINE DITTMAN	PUBLIC RELATIONS	475-365	10	17.33
				JAIL SUPPLIES	650-343	30	30.00
				MAINTENANCE - VEHICLES	735-409	35	30.17
				CHECK APCHK 96984 TOTAL FOR FUND 01:			77.50

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
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Fund: 01 GENERAL FUND

04/27/2021	APCH	96986	RATHS, RATHS & JOHNSON, INC.	PLAN REVIEW - STRUCTURAL-REIMB	820-255	40	2,446.25
				PLAN REVIEW - STRUCTURAL-REIMB	820-255	40	744.00
				CHECK APCHK 96986 TOTAL FOR FUND 01:			3,190.25

04/27/2021	APCH	96987	RAY O'HERRON CO., INC.	OPERATING EQUIPMENT	630-401	30	67.50
04/27/2021	APCH	96988	S3 Enterprises, LLC	ACCOUNTS PAYABLE	210-101	00	330.00
04/27/2021	APCH	96989	SCOTT EISENBEIS	UNIFORMS	630-345	30	351.56
04/27/2021	APCH	96990	STERLING CODIFIERS INC.	CODIFY ORDINANCES	455-266	10	1,453.00

04/27/2021	APCH	96991	T.P.I.	PLAN REVIEW - BUILDING CODE-REIMB	820-258	40	4,748.00
				PLAN REVIEW - BUILDING CODE-REIMB	820-258	40	9,870.00
				PART TIME - INSPECTOR-REIMB	830-109	40	3,318.00
				PLUMBING INSPECTION-REIMB	830-115	40	800.00
				CHECK APCHK 96991 TOTAL FOR FUND 01:			18,736.00

04/27/2021	APCH	96992*#	TAMELING GRADING	MAINTENANCE - BUILDING	466-228	10	180.00
				CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	1,100.00
				SNOW REMOVAL CONTRACT	740-287	35	700.00
				CHECK APCHK 96992 TOTAL FOR FUND 01:			1,980.00

04/27/2021	APCH	96993*#	TAMELING INDUSTRIES	STREET & ROW MAINTENANCE OTHER	755-328	35	515.14
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04/27/2021	APCH	96994	THOMAS J BRESCIA	FEES - FIELD COURT ATTORNEY	630-241	30	105.00
				FEES - FIELD COURT ATTORNEY	630-241	30	1,185.00
				FEES - FIELD COURT ATTORNEY	630-241	30	1,440.00
				FEES - FIELD COURT ATTORNEY	630-241	30	1,335.00
				FEES - FIELD COURT ATTORNEY	630-241	30	1,300.00
				FEES - FIELD COURT ATTORNEY	630-241	30	1,695.00
				FEES - FIELD COURT ATTORNEY	630-241	30	1,010.00
				FEES - FIELD COURT ATTORNEY	630-241	30	875.00
				FEES - FIELD COURT ATTORNEY	630-241	30	140.00
				FEES - FIELD COURT ATTORNEY	630-241	30	1,990.00
				FEES - FIELD COURT ATTORNEY	630-241	30	1,860.00
				CHECK APCHK 96994 TOTAL FOR FUND 01:			12,935.00

04/27/2021	APCH	96995	THOMPSON ELEV. INSPECT. SERVICE	ELEVATOR INSPECTION-REIMB	830-117	40	100.00
				ELEVATOR INSPECTION-REIMB	830-117	40	344.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
04/27/2021	APCH	96996	THOMSON REUTERS - WEST	ELEVATOR INSPECTION-REIMB	830-117	40	100.00
04/27/2021	APCH	96997	TRAFFIC CONTROL & PROTECTIONS	ELEVATOR INSPECTION-REIMB	830-117	40	86.00
04/27/2021	APCH	96999	USABLUBOOK	CHECK APCHK 96995 TOTAL FOR FUND 01:			630.00
04/27/2021	APCH	97000	VAN'S ENTERPRISES LTD	FEES/DUES/SUBSCRIPTIONS	630-307	30	185.57
04/27/2021	APCH	97001#	WAREHOUSE DIRECT	ROAD SIGNS	755-333	35	2,254.40
				MAINTENANCE - EQUIPMENT	740-411	35	553.44
				CONTRACTED MAINTENANCE & LANDSCAPING	570-281	20	556.00
				OFFICE SUPPLIES	455-301	10	330.94
				OFFICE SUPPLIES	455-301	10	199.60
				COMMISSARY PROVISION	455-355	10	35.68
				COMMISSARY PROVISION	455-355	10	40.40
				OFFICE SUPPLIES	510-301	15	77.22
				OPERATING EQUIPMENT	630-401	30	124.04
				OPERATING EQUIPMENT	630-401	30	103.62
				OFFICE SUPPLIES	710-301	35	168.00
				CHECK APCHK 97001 TOTAL FOR FUND 01:			1,079.50
04/27/2021	APCH	97002	WESTOWN AUTO SUPPLY COMPANY	MAINTENANCE - VEHICLES	735-409	35	31.98
04/27/2021	APCH	97003#	WEX HEALTH, INC	EMP DED PAY - FSA FEE	210-221	00	35.70
				HEALTH/DENTAL/LIFE INSURANCE	455-141	10	14.30
				CHECK APCHK 97003 TOTAL FOR FUND 01:			50.00
04/27/2021	APCH	97004	WILLOWBROOK FORD INC.	MAINTENANCE - VEHICLES	630-409	30	100.00
				Total for fund 01 GENERAL FUND			90,662.68

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
04/14/2021	APCH	96951*#	VERIZON WIRELESS	PHONE - TELEPHONES	401-201	50	84.94
04/27/2021	APCH	96952	ACI PAYMENTS, INC	FEES DUES SUBSCRIPTIONS	401-307	50	17.55
04/27/2021	APCH	96964*#	COMED	ENERGY - ELECTRIC PUMP	420-206	50	1,004.93
04/27/2021	APCH	96965*#	DELTA DENTAL PLAN OF ILLINOIS	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	213.93
04/27/2021	APCH	96971*#	H AND R CONSTRUCTION INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,500.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	8,175.00
				CHECK APCHK 96971 TOTAL FOR FUND 02:			12,675.00
04/27/2021	APCH	96979	MID AMERICAN WATER	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	2,786.40
				MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	(1,947.55)
				MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	424.00
				CHECK APCHK 96979 TOTAL FOR FUND 02:			1,262.85
04/27/2021	APCH	96980	MIDWEST METER INC	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	2,032.80
				NEW METERING EQUIPMENT	435-461	50	7,900.00
				CHECK APCHK 96980 TOTAL FOR FUND 02:			9,932.80
04/27/2021	APCH	96985	RAGS ELECTRIC, INC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	320.50
04/27/2021	APCH	96992*#	TAMELLING GRADING	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,266.00
04/27/2021	APCH	96993*#	TAMELLING INDUSTRIES	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	752.40
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	84.15
				CHECK APCHK 96993 TOTAL FOR FUND 02:			836.55
04/27/2021	APCH	96998	UNDERGROUND PIPE & VALVE, CO.	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	3,232.00
				Total for fund 02 WATER FUND			31,847.05

04/22/2021 12:05 PM  
User: DSCMIDT  
DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK  
CHECK DATE FROM 04/14/2021 - 04/27/2021

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 07 POLICE PENSION FUND							
04/27/2021	APCH	96957	ATWELL & ATWELL	LEGAL FEES	401-242	62	250.00
Total for fund 07 POLICE PENSION FUND							250.00
TOTAL - ALL FUNDS							122,759.73

! \*-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND  
! #-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

VILLAGE OF WILLOWBROOK

**BOARD MEETING  
AGENDA ITEM - HISTORY/COMMENTARY**

**AN ORDINANCE EXTENDING TEMPORARY EXECUTIVE POWERS PURSUANT TO 65 ILCS 5/11-1-6**

**AGENDA NO. 5.d.**

**AGENDA DATE: 04/26/21**

**STAFF REVIEW:** Sean Halloran, Assistant Village Administrator

SIGNATURE:

**LEGAL REVIEW:** Thomas Bastian, Village Attorney

SIGNATURE:

**RECOMMENDED BY:** Brian Pabst, Village Administrator

SIGNATURE:

**REVIEWED & APPROVED BY COMMISSION:** YES  NO  N/A

**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

In late 2019, a new and significant outbreak of Coronavirus Disease 2019 (COVID-19) emerged in China. The World Health Organization declared COVID-19 a Public Health Emergency of International Concern on January 30, 2020, and the United States Secretary of Health and Human Services declared that COVID-19 presented a public health emergency on January 27, 2020.

On March 9, 2020, Illinois Governor JB Pritzker declared all counties in Illinois as a disaster area (Governor’s Disaster Proclamation). Following the lead of Governor J. B. Pritzker, health agencies on both the State and Federal level, the DuPage County Board, on March 16, 2020, passed the DuPage County Disaster Proclamation. The Centers for Disease Control (CDC) and World Health Organization have declared the COVID-19 a global pandemic.

On July 24, 2020, Illinois Governor JB Pritzker issued an additional Executive Order amending the criteria. On October 20, 2020, the Governor implemented other restrictions limiting gatherings sizes and banning indoor bar and restaurant services beginning on October 23, 2020, for regions 7 and 8. On December 11, 2020, the Governor issued Executive Order 2020-74, further tightening restrictions on bars, restaurants, and social gatherings to help mitigate the spread of COVID-19. On November 20, 2020, the Governor implemented Tier 3 Resurgence Mitigation restrictions to combat the exponential growth of COVID-19 within the State. On January 18, 2021, the Governor revised the restrictions for regions that have met certain criteria. The Village of Willowbrook is part of Region 8 and this Region has met criteria to be reclassified to Tier 1 restrictions (attached).

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)**

It is the policy of the Village of Willowbrook that the corporate authorities will be prepared to address any emergencies and, therefore, pursuant to Section 5/11-1-6 of the Illinois Municipal Code, it is necessary and appropriate to establish standards for the determination of whether a state of emergency exists authorizing the mayor to exercise extraordinary power and authority, by executive order, during the possible state of emergency, to ensure that the effects of COVID-19 are mitigated and minimized and that residents and visitors in the Village remain safe and secure.

If the ordinance is approved, it would allow for the follow items allowable through the code of ordinances:

- a) All actions reasonably and expeditiously necessary to respond to the local state of emergency; and
- b) Approve previously appropriated expenditures of the Village for the purpose of continuing the operations of the Village; and
- c) In the event the local state of emergency extends beyond the current fiscal year and a new budget has not been approved, the Mayor shall be authorized to approve new spending by the Village during the existence of the local state of emergency;
- d) Canceling meetings of any board or commission to which the Mayor appoints members. Any such cancellation shall automatically extend such deadlines for required actions by such board of commission as is specified in the cancellation notice;
- e) Suspend licenses or permits for special events or any other licenses or permits issued by the Village which in the judgment of the Mayor could impact the public health or well-being of residents or visitors to the community;
- f) Authorize any purchase for which funds are available reasonably related to the local state of emergency; and
- g) Authorize to close Village facilities as is reasonably required to protect the health of the public and employees of the Village related to the local state of emergency.

This Extension of the Temporary Executive Power Ordinance will be in full effect until the next regular meeting of the Village Board of the Village of Willowbrook.

**ACTION PROPOSED: Pass the Ordinance.**

**ORDINANCE NO. 21-O-20**

**AN ORDINANCE EXTENDING TEMPORARY  
EXECUTIVE POWERS PURSUANT TO 65 ILCS 5/11-1-6**

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**WHEREAS**, on March 23, 2020, the Governor of the State of Illinois issued Executive Order 2020-10 ordering all individuals, with certain exceptions, to shelter in place through April 7, 2020; and

**WHEREAS**, during the March 23, 2020 regular meeting of the Mayor and Board of Trustees of the Village of Willowbrook, the Village Board adopted and approved Ordinance 20-O-08, entitled “An Ordinance Establishing Temporary Executive Powers Pursuant to 65 ILCS 5/11-1-6”; and

**WHEREAS**, on March 23, 2020, Village Mayor, Frank A. Trilla, signed a “Proclamation Declaring An Emergency In The Village Of Willowbrook Due To The Coronavirus (COVID-19) Outbreak”; and

**WHEREAS**, on April 1, 2020, the Governor of the State of Illinois issued Executive Order 2020-18 extending for an additional thirty (30) days certain executive orders, including Executive Order 2020-10, ordering all individuals, with certain exceptions, to shelter in place through April 30, 2020; and

**WHEREAS**, effective May 1, 2020, Governor JB Pritzker signed Executive Order 2020-32 extending for another thirty (30) days prior Executive Orders continuing shelter-in-place orders until May 30, 2020; and

**WHEREAS**, during the April 27, 2020 regular meeting of the Mayor and Board of Trustees of the Village of Willowbrook, the Village Board adopted and approved Ordinance 20-O-13, entitled “An Ordinance Extending Temporary Executive Powers Pursuant to 65 ILCS 5/11-1-6”; and

**WHEREAS**, during the May 11, 2020 regular Village Board Meeting of the Mayor and Board of Trustees of the Village of Willowbrook, the Village Board adopted and approved Ordinance 20-O-17, entitled “An Ordinance Extending Temporary Executive Powers Pursuant to 65 ILCS 5/11-6”; and

**WHEREAS**, during the May 26, 2020 Village Board meeting of the Mayor and Board of Trustees, the Village Board adopted and approved Ordinance No. 20-O-19 extending temporary executive powers; and

**WHEREAS**, during the June 8, 2020 Village Board Meeting of the Mayor and Board of Trustees, the Village Board adopted and approved Ordinance No. 20-O-21 extending temporary executive powers; and

**WHEREAS**, during the June 22, 2020 Village Board Meeting of the Mayor and Board of Trustees, the Village Board adopted and the Mayor approved Ordinance No. 20-O-23 extending temporary executive powers; and

**WHEREAS**, on June 26, 2020, Governor JB Pritzker issued Executive Order 2020-44 (COVID-19 Executive Order No. 42) which extended prior Executive Orders related to the COVID-19 pandemic and again declared all counties in the State of Illinois disaster areas for an additional thirty (30) days; and

**WHEREAS**, on July 24, 2020, Governor JB Pritzker extended the Disaster Proclamations, previously issued, for an additional thirty (30) days; and

**WHEREAS**, on August 21, 2020, Governor JB Pritzker extended the disaster proclamation, previously issued, for an additional thirty (30) days; and

**WHEREAS**, on October 16, 2020, Governor JB Pritzker again extended the disaster proclamation for an additional thirty (30) days; and

**WHEREAS**, on November 13, 2020, Governor JB Pritzker again extended the disaster proclamation for an additional thirty (30) days; and

**WHEREAS**, on January 8, 2021, Governor JB Pritzker extended the disaster proclamation for an additional thirty (30) days and as further extended on February 5, 2021 by Executive Order 2021-4; and

**WHEREAS**, on March 5, 2021, Governor JB Pritzker extended the disaster proclamation for an additional thirty (30) days; and

**WHEREAS**, Governor JB Pritzker has again extended the disaster proclamation for an additional thirty (30) days through the first week of May, 2021; and

**WHEREAS**, the corporate authorities of the Village believe it is reasonable and necessary for the temporary executive powers afforded by Village Ordinances 20-O-08, 20-O-10, 20-O-13, 20-O-17, 20-O-19, 20-O-21, 20-O-23, 20-O-26, 20-O-29, 20-O-32, 20-O-36, 20-O-38, 20-O-44, 20-O-45, 20-O-48, 20-O-53, 20-O-55, 20-O-63, 21-O-01, 21-O-4, 21-O-7, 21-O-9, 21-O-11, 21-O-13, 21-O-16 and this ordinance be extended to the adjournment of the next regularly scheduled Village of Willowbrook Mayor and Board of Trustees' meeting.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

**SECTION 1.** The corporate authorities of the Village hereby determine that it is advisable, necessary and in the best interests of the public health, safety and welfare of the Village that the

Village extend the temporary executive powers afforded by Village Ordinances 20-O-08, 20-O-10, 20-O-13, 20-O-17, 20-O-19, 20-O-21, 20-O-23, 20-O-26, 20-O-29, 20-O-32, 20-O-36, 20-O-38, 20-O-44, 20-O-45, 20-O-48, 20-O-53, 20-O-55, 20-O-63, 21-O-01, 21-O-4, 21-O-7, 21-O-9, 21-O-11, 21-O-13, 21-O-16 and as further extended by this Village Ordinance 21-O-20, until the adjournment of the next regularly scheduled meeting of the Village of Willowbrook Mayor and Board of Trustees.

**SECTION 2.** The officials, officers and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance.

**SECTION 3.** This Ordinance shall be in full force and effect upon and after its passage, approval and publication in accordance with law.

PASSED and APPROVED this 26<sup>th</sup> day of April, 2021.

ROLL CALL VOTE:           AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

## Tier 1 Resurgence Mitigations

UPDATED 1/18/2021

Tier 1 mitigations may be applied to regions that are experiencing a sustained resurgence of COVID-19 or regions that have been under more stringent mitigations but have not yet achieved metrics that allow for a resumption of Phase 4 Restore Illinois activities. If a region again experiences a sustained resurgence of COVID-19 with Tier 1 mitigations in place, a return to stricter measures may be necessary to curtail further spread. **Tier 1 mitigations include the following:**

SETTING	MITIGATION REQUIREMENTS
<p><b>Bars and restaurants</b></p>	<ul style="list-style-type: none"> <li>• All bars and restaurants close at 11pm and may reopen no earlier than 6am the following day</li> <li>• Indoor service limited to the lesser of 25 guests or 25% capacity per room</li> <li>• Establishments offering indoor service must serve food</li> <li>• Indoor service reservations limited to 2-hour maximum duration and maximum 4 persons per party (dining only with members of the same household recommended)</li> <li>• All bar and restaurant patrons should be seated at tables</li> <li>• No ordering, seating, or congregating at bar (bar stools should be removed)</li> <li>• Tables should be 6 feet apart</li> <li>• No standing or congregating indoors or outdoors while waiting for a table or exiting</li> <li>• No dancing or standing indoors</li> <li>• Reservations required for each party</li> <li>• No seating of multiple parties at one table</li> <li>• Includes private clubs and country clubs</li> </ul>
<p><b>Meetings, social events and gatherings</b> (including weddings, funerals, potlucks, etc.)</p>	<ul style="list-style-type: none"> <li>• Limit to lesser of 25 guests or 25% of overall room capacity both indoors and outdoors</li> <li>• Applicable to professional, cultural and social group gatherings.</li> <li>• Not applicable to students participating in-person classroom learning, or sports.</li> <li>• This does not reduce the overall facility capacity dictated by general Phase 4 business guidance such as office, personal care, retail, etc.</li> <li>• No party buses</li> </ul>
<p><b>Organized group recreational activities</b> (fitness centers, sports, etc.)</p>	<ul style="list-style-type: none"> <li>• Sports should follow the mitigation measures set forth in the All Sport Guidelines, which outlines appropriate levels of practice and competition based on individual sport risk</li> <li>• Face coverings must be worn at all times in fitness centers, including while engaged in individual exercise regardless of person or machine spacing</li> <li>• Recreation, fitness centers and outdoor activities (not included in the above exposure settings) follow Phase 4 guidance</li> </ul>

IDPH will continue to track the positivity rate in regions requiring additional mitigations to determine if mitigations can be relaxed, if additional mitigations are required, or if current mitigation should remain in place.

- For regions experiencing a resurgence of COVID-19, Tier 1 mitigations may be applied in either of the two scenarios:
  - If a region's test positivity rate is greater than or equal to 8 percent for three consecutive days (measured with the 7-day rolling average)
  - If a region experiences both a sustained increase in test positivity rate (measured with the 7-day rolling average for 7 of 10 days) and hospital capacity is threatened, which is measured by either:
    - A. A sustained increase in the number of COVID patients in the hospital (measured with the 7-day average for 7 of 10 days), or
    - B. Staffed ICU bed availability falls below 20 percent for three consecutive days (measured with the 7-day rolling average)
- For regions experiencing declining spread of COVID-19, Tier 1 mitigations will go into effect if a region meets the following three metrics:
  - Test positivity rate between 6.5 and 8 percent for three consecutive days (measured with the 7-day rolling average)
  - Staffed intensive care unit (ICU) bed availability greater than or equal to 20 percent for three consecutive days (measured with the 7-day rolling average)
  - No sustained increase in the number of COVID-19 patients in hospitals (measured with the 7-day rolling average for 7 of 10 days)

*Please see the Illinois Gaming Board's website for Tier 1 and Tier 2 mitigations for casino gambling and video gaming.*

Follow the latest regional metrics at: <https://dph.illinois.gov/regionmetrics>.

For more information on guidance for businesses, please visit the FAQ on [DCEO's website](#).



SPRINGFIELD, ILLINOIS

FILED  
INDEX DEPARTMENT  
DEC 11 2020  
IN THE OFFICE OF  
SECRETARY OF STATE

December 11, 2020

Executive Order 2020-74

EXECUTIVE ORDER 2020-74  
(COVID-19 EXECUTIVE ORDER NO. 70)

WHEREAS, since early March 2020, Illinois has faced a pandemic that has caused extraordinary sickness and loss of life, infecting over 830,000, and taking the lives of more than 14,000 residents; and,

WHEREAS, as Illinois adapts and responds to the public health disaster caused by Coronavirus Disease 2019 (COVID-19), a novel severe acute respiratory illness that spreads rapidly through respiratory transmissions and that continues to be without an effective treatment or vaccine, the burden on residents, healthcare providers, first responders, and governments throughout the State is unprecedented; and,

WHEREAS, at all times but especially during a public health crisis, protecting the health and safety of Illinoisans is among the most important functions of State government; and,

WHEREAS, public health research and guidance indicates the necessity and efficacy of wearing cloth face coverings in public settings where social distancing measures are difficult to maintain, and indicates that the risk of transmission outdoors is less than the risk of transmission indoors; and,

WHEREAS, public health guidance advises that minimizing physical interactions between people who do not reside in the same household is critical to slowing the spread of COVID-19; and,

WHEREAS, as COVID-19 has spread in Illinois over the course of the Gubernatorial Disaster Proclamations, the circumstances causing a disaster throughout the State have changed and continue to change, making definitive predictions of the course the virus will take over the coming months extremely difficult; and,

WHEREAS, in addition to causing the tragic loss of more than 14,000 Illinoisans and wreaking havoc on the physical health of tens of thousands more, COVID-19 has caused extensive economic loss and continues to threaten the financial welfare of a significant number of individuals and businesses across the nation and the State; and,

WHEREAS, many executive agencies in the State have focused their limited resources on the ongoing response to the COVID-19 pandemic; and,

WHEREAS, the COVID-19 pandemic has required the Illinois Department of Agriculture (IDOA) to address the outbreak's impact on the State's food supply chain through regulation and oversight of meat and poultry facilities and livestock management facilities; and,

WHEREAS, the COVID-19 pandemic's disruption to the livestock market has required IDOA to concentrate its resources on working with livestock owners and producers in addressing safe and environmental animal disposal concerns through its oversight and regulation of the Dead Animal Disposal Act; and,

WHEREAS, IDOA regulates and investigates many other industries that have been directly impacted by the COVID-19 pandemic including, but not limited to, pesticide applicators, animal shelters, pet shops, and gas stations, and the continued, proper regulation of these industries requires IDOA to commit additional time and resources into creating new procedures for conducting remote investigations and trainings; and,

WHEREAS, the COVID-19 pandemic's detrimental impact to IDOA's regulated industries has required IDOA to place additional time and resources into organizing and managing the timely implementation of the Business Interruption Grant Program; and,

WHEREAS, on December 11, 2020, considering the expected continuing spread of COVID-19 and the ongoing health and economic impacts that that will be felt over the coming month by people across the State, I declared all counties in the State of Illinois as a disaster area; and,

WHEREAS, in response to the epidemic emergency and public health emergency described above, I find it necessary to re-issue Executive Orders 2020-03, 2020-04, 2020-07, 2020-08, 2020-09, 2020-11, 2020-12, 2020-15, 2020-16, 2020-17, 2020-20, 2020-21, 2020-22, 2020-23, 2020-24, 2020-25, 2020-26, 2020-27, 2020-28, 2020-29, 2020-30, 2020-34, 2020-35, 2020-36, 2020-40, 2020-41, 2020-42, 2020-45, 2020-47, 2020-50, 2020-53, 2020-56, 2020-57, 2020-60, 2020-61, 2020-62, 2020-63, 2020-64, 2020-65, 2020-66, 2020-67, 2020-68, 2020-69, 2020-70, 2020-72, and 2020-73 and hereby incorporate the WHEREAS clauses of those Executive Orders;

THEREFORE, by the powers vested in me as the Governor of the State of Illinois, pursuant to the Illinois Constitution and Sections 7(1), 7(2), 7(3), 7(8), 7(9), and 7(12) of the Illinois Emergency Management Agency Act, 20 ILCS 3305, and consistent with the powers in public health laws, I hereby order the following, effective December 11, 2020:

**Part 1: Re-Issue of Executive Orders.**

Executive Orders 2020-03, 2020-04, 2020-07, 2020-08, 2020-09, 2020-11, 2020-12, 2020-15, 2020-16, 2020-17, 2020-20, 2020-21, 2020-22, 2020-23, 2020-24, 2020-25, 2020-26, 2020-27, 2020-28, 2020-29, 2020-30, 2020-34, 2020-35, 2020-36, 2020-40, 2020-41, 2020-42, 2020-45, 2020-47, 2020-50, 2020-53, 2020-56, 2020-57, 2020-60, 2020-61, 2020-62, 2020-63, 2020-64, 2020-65, 2020-66, 2020-67, 2020-68, 2020-69, 2020-70, 2020-72, and 2020-73 as follows:

**Executive Order 2020-04 (Closure of James R. Thompson Center; waiver of sick leave requirement for State employees):**

Sections 2 and 3 of Executive Order 2020-04 are re-issued and extended through **January 9, 2021**. Nothing in Section 2 precludes the Department of Central Management Services from designating specific points of ingress and egress and controlling traffic flow in the James R. Thompson Center for State employees, members of the public attending to State business, and members of the public patronizing the businesses and food court.

**Executive Order 2020-07 (In-person meeting requirements):**

Section 6 of Executive Order 2020-07, as amended by Executive Order 2020-33 and Executive Order 2020-44, is re-issued and extended through **January 9, 2021**.

**Executive Order 2020-08 (Secretary of State operations):**

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Sections 3, 4, and 5 of Executive Order 2020-08, as amended by Executive Order 2020-39 and Executive Order 2020-44, are re-issued and extended through **January 9, 2021**.

Executive Order 2020-08 is further amended and revised as follows:

Section 6. The provisions of the Illinois Vehicle Code, 625 ILCS 5, providing for the expiration of vehicle registrations and licenses are suspended as follows: (1) all motor vehicle registrations that expire in November 2020 or December 2020 are extended; and (2) all licenses issued pursuant to Chapter 3, Article IX, Remittance Agents, and Chapter 5, Dealers, Transporters, Wreckers and Rebuilders, that expire on December 31, 2020, are extended if an application to renew the license is received by the Office of the Secretary of State by December 31, 2020.

**Executive Order 2020-09 (Telehealth):**

Executive Order 2020-09, as amended by Executive Order 2020-52, is re-issued in its entirety and extended through **January 9, 2021**.

**Executive Order 2020-11 (Illinois Department of Corrections notification period):**

Section 4 of Executive Order 2020-11 is re-issued and extended through **January 9, 2021**.

**Executive Order 2020-12 (Health care worker background checks; Illinois Department of Juvenile Justice notification period):**

Sections 1 and 3 of Executive Order 2020-12 are re-issued and extended through **January 9, 2021**.

**Executive Order 2020-15 (Suspending provisions of the Illinois School Code):**

Sections 5, 6, 7, 8, and 9 of Executive Order 2020-15 are re-issued and extended through **January 9, 2021**.

**Executive Order 2020-16 (Suspension of classroom training requirement for security services):**

Section 2 of Executive Order 2020-16 is re-issued and extended through **January 9, 2021**.

**Executive Orders 2020-03 and 2020-17 (Cannabis deadlines and applications):**

Executive Orders 2020-03 and 2020-17, as modified by Executive Order 2020-18, are re-issued and shall remain in effect as specified by Executive Order 2020-18.

**Executive Order 2020-20 (Public assistance requirements):**

Executive Order 2020-20 is re-issued in its entirety and extended through **January 9, 2021**.

**Executive Order 2020-21 (Furlough of Illinois Department of Corrections inmates):**

Executive Order 2020-21 is re-issued in its entirety and extended through **January 9, 2021**.

**Executive Order 2020-22 (Placements under the Child Care Act of 1969; fingerprint submissions under Health Care Worker Background Check Act):**

Sections 4, 5, and the Savings Clause of Executive Order 2020-22 are re-issued and extended through **January 9, 2021**.

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**Executive Order 2020-23 (Actions by the Illinois Department of Financial and Professional Regulation for licensed professionals engaged in disaster response):**

Executive Order 2020-23 is re-issued in its entirety and extended through January 9, 2021.

**Executive Order 2020-24 (Illinois Department of Human Services Forensic Treatment Program; investigations of Illinois Department of Human Services employees):**

Executive Order 2020-24 is re-issued in its entirety and extended through January 9, 2021.

**Executive Order 2020-25 (Garnishment and wage deductions):**

Executive Order 2020-25, as amended by Executive Order 2020-55, is re-issued in its entirety and extended through January 9, 2021.

**Executive Order 2020-26 (Hospital capacity):**

While several sections of Executive Order 2020-26 had previously been rescinded, Executive Order 2020-26 is re-issued in its entirety and extended through January 9, 2021.

**Executive Order 2020-27 (Cadavers testing positive for COVID-19):**

Executive Order 2020-27 is re-issued in its entirety and extended through January 9, 2021.

**Executive Order 2020-28 (Industrial radiography certifications):**

Executive Order 2020-28, as amended by Executive Order 2020-55, is re-issued in its entirety and extended through January 9, 2021.

**Executive Order 2020-29 (In-person education or exams for professional insurance licenses):**

Executive Order 2020-29 is re-issued in its entirety and extended through January 9, 2021.

**Executive Order 2020-30 (Expired consular identification documents; electronic filings for the Illinois Human Rights Commission):**

Sections 1, 4, 5, and 6 of Executive Order 2020-30 are re-issued and extended through January 9, 2021.

**Executive Order 2020-34 (Cannabis requirements):**

Executive Order 2020-34 is re-issued in its entirety and extended through January 9, 2021.

**Executive Order 2020-35 (Illinois Department of Public Health regulatory activities):**

Sections 14, 15, 16, and 17 of Executive Order 2020-35 are re-issued and extended through January 9, 2021.

**Executive Order 2020-36 (Marriage licenses):**

Executive Order 2020-36 is re-issued in its entirety and extended through January 9, 2021.

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**Executive Order 2020-40 (Child Labor Law):**

Sections 2 and 4 of Executive Order 2020-40 are re-issued and extended through January 9, 2021.

**Executive Order 2020-41 (Sports wagering):**

Executive Order 2020-41 is re-issued in its entirety and extended through January 9, 2021.

**Executive Order 2020-42 (State Fairs):**

Executive Order 2020-42 is re-issued in its entirety and extended through January 9, 2021.

**Executive Order 2020-45 (Cannabis licenses):**

Executive Order 2020-45 is re-issued in its entirety and shall remain in effect as specified by Executive Order 2020-45.

**Executive Order 2020-47 (In-person instruction at preK-12 schools):**

Executive Order 2020-47 is re-issued in its entirety and extended through January 9, 2021.

**Executive Order 2020-50 (Resuming transfers from county jails to Illinois Department of Corrections):**

Executive Order 2020-50 is re-issued in its entirety and extended through January 9, 2021.

**Executive Order 2020-53 (Region 7 mitigations):**

Executive Order 2020-53 is re-issued in its entirety and extended through January 9, 2021.

**Executive Order 2020-56 (Region 1 mitigations):**

Executive Order 2020-56 is re-issued in its entirety and extended through January 9, 2021.

**Executive Order 2020-57 (Cannabis identification cards):**

Executive Order 2020-57 is re-issued in its entirety and extended through January 9, 2021.

**Executive Order 2020-60 (Region 5 mitigations):**

Executive Order 2020-60 is re-issued in its entirety and extended through January 9, 2021.

**Executive Order 2020-61 (Regions 7 and 8 mitigations):**

Executive Order 2020-61 is re-issued in its entirety and extended through January 9, 2021.

**Executive Order 2020-62 (Region 1 Tier 2 mitigations):**

Executive Order 2020-62 is re-issued in its entirety and extended through January 9, 2021.

**Executive Order 2020-63 (Regions 4 and 10 mitigations):**

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Executive Order 2020-63 is re-issued in its entirety and extended through January 9, 2021.

**Executive Order 2020-64 (Region 11 mitigations):**

Executive Order 2020-64 is re-issued in its entirety and extended through January 9, 2021.

**Executive Order 2020-65 (Region 9 mitigations):**

Executive Order 2020-65 is re-issued in its entirety and extended through January 9, 2021.

**Executive Order 2020-66 (Region 3 mitigations):**

Executive Order 2020-66 is re-issued in its entirety and extended through January 9, 2021.

**Executive Order 2020-67 (Region 6 mitigations):**

Executive Order 2020-67 is re-issued in its entirety and extended through January 9, 2021.

**Executive Order 2020-68 (Cannabis registry identification card renewals):**

Executive Order 2020-68 is re-issued in its entirety and extended through January 9, 2021.

**Executive Order 2020-69 (Region 2 mitigations):**

Executive Order 2020-69 is re-issued in its entirety and extended through January 9, 2021.

**Executive Order 2020-70 (Regions 5, 7, and 8 Tier 2 mitigations):**

Executive Order 2020-70 is re-issued in its entirety and extended through January 9, 2021.

**Executive Order 2020-72 (Residential eviction moratorium):**

Executive Order 2020-72, as amended and revised below, is re-issued in its entirety and extended through January 9, 2021.

Section 1. For purposes of this Executive Order, the following terms are defined as set forth below:

- (a) "Covered Person" means any tenant, lessee, sub-lessee, or resident of a residential property who provides to their landlord, the owner of the residential property, or other person or entity with a legal right to pursue an eviction or possessory action, a Declaration under penalty of perjury indicating that:
1. the individual either (i) expects to earn no more than \$99,000 in annual income for Calendar Year 2020 (or no more than \$198,000 if filing a joint tax return), (ii) was not required to report any income in 2019 to the U.S. Internal Revenue Service, or (iii) received an Economic Impact Payment pursuant to Section 2001 of the CARES Act;
  2. the individual is unable to make a full rent or housing payment due to a COVID-19 related hardship including, but not limited to, substantial loss of income, loss of compensable hours of work or wages, or an increase in out-of-pocket expenses directly related to the COVID-19 pandemic;

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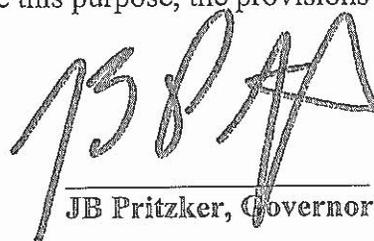
3. the individual is using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit, taking into account other Non-Discretionary Expenses; and
  4. eviction would likely render the individual homeless—or force the individual to move into and live in close quarters in a new congregate or shared living setting—because the individual has no other available housing options.
- (b) “Declaration” means the form declaration made available by the Illinois Housing Development Authority (or a similar declaration under penalty of perjury) that tenants, lessees, sub-lessees, or residents of residential properties who are covered by this Executive Order may use to invoke the protections of this Executive Order. Each landlord, owner of a residential property, or other person or entity with a legal right to pursue an eviction or possessory action must provide each tenant, lessee, sub-lessee, and resident with a Declaration at least 5 days prior to commencement of any residential eviction proceeding including, but not limited to, at least 5 days prior to the issuance of a notice of termination of tenancy. Service of the Declaration must conform with the requirements of 735 ILCS 5/9-211.
- (c) “Non-Discretionary Expenses” include, but are not limited to, food, utilities, phone and internet access, school supplies, cold-weather clothing, medical expenses, child care, and transportation costs, including car payments and insurance.

Section 7. A person or entity may not commence a residential eviction action pursuant to or arising under 735 ILCS 5/9-101 et seq. against a tenant who does not owe rent unless the tenant poses a direct threat to the health and safety of other tenants or an immediate and severe risk to property. A tenant shall not be required to provide a Declaration if they are covered by this section.

Executive Order 2020-73 (Tier 3 mitigations):

Executive Order 2020-73 is re-issued in its entirety and extended through **January 9, 2021.**

**Part 2: Savings Clause.** If any provision of this Executive Order or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or application of this Executive Order, which can be given effect without the invalid provision or application. To achieve this purpose, the provisions of this Executive Order are declared to be severable.

  
JB Pritzker, Governor

Issued by the Governor December 11, 2020  
Filed by the Secretary of State December 11, 2020

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# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASE OF ONE (1) 2018 FORD F-450 XL 4X4 DUMP TRUCK, FROM HAWK FORD AT A TOTAL COST NOT TO EXCEED \$78,910**

**AGENDA NO. 5e.**

**AGENDA DATE:**  
04/26/21

**STAFF REVIEW:** Andrew Passero, Public Works Foreman

**SIGNATURE:** \_\_\_\_\_

**LEGAL REVIEW:** Tom Bastian, Village Attorney

**SIGNATURE:** \_\_\_\_\_

**RECOMMENDED BY:** Brian Pabst Village Administrator

**SIGNATURE:** \_\_\_\_\_

**REVIEWED & APPROVED BY COMMITTEE:**      YES     NO     N/A

**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

The FY 21-22 Budget for the Public Works Department includes purchasing one (1) heavy-duty dump truck. Public Works staff is requesting to purchase one (1) Ford F450 heavy-duty dump truck. This 2018 unit will be an addition to the village fleet. This vehicle will be outfitted with the latest snow-fighting equipment. Currently, we have three (3) vehicles outfitted for snow and four (4) employees. The lack of snow-fighting vehicles has required us to hire an additional contracted vehicle. The purpose of this purchase is to allow all four (4) public works employees to spread salt and alleviate the need for an additional contractor.

The Village has historically utilized the Suburban Purchasing Cooperative (SPC), a joint purchasing program for local governments to obtain replacement vehicles. The vehicles available for purchase within this program were obtained through a competitive bidding process of three dealerships. Also, the Village has made an effort to offer this business to a local Ford dealership, if possible. However, the Village was offered a 2018 F-450 with 1,800 miles from Hawk Ford in St. Charles for \$74,075.

Vehicle	Budgeted Amount	SPC – Currie Motors Price	Willowbrook Ford Price	Hawk Ford St. Charles
2018 Ford F-450 XL 4x4 One-Ton Dump Truck	\$91,812	\$96,949.00	\$91,812	\$74,075

**STAFF RECOMMENDATION**

The total amount budgeted for this dump truck with the snow fighter package was \$91,812. Hawk Ford offered Willowbrook a used 2018 F-450 snow fighter dump truck for \$17,737 under our current budget. This truck is fully outfitted to fit the needs of the Public Works department and is immediately available. Typically, the wait time for a Ford F-450 can be six months or more.

Lastly, the base warranty covers 3-years and 36,000-miles. A 6-Year 100,000-mile warranty with no deductible is priced at \$4,835.00. This is the same warranty program that the previously purchased vehicles have. The extended warranty was not considered when the trucks were budgeted. The Resolution attached is for the purchase of the dump truck with the extended warranty for a total price of \$78,910.

**ACTION PROPOSED:** Adopt Resolution.

**RESOLUTION NO. 21-R-\_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASE OF ONE (1)  
USED 2018 FORD F-450 XL 4X4 HEAVY-DUTY DUMP TRUCK AT A TOTAL COST  
NOT TO EXCEED \$78,910.00**

---

**WHEREAS**, the Village Public Works Department solicited competitive bids for the purchase of one (1) used 2018 Ford F-450 XL 4x4 heavy-duty dump truck outfitted with snow fighter equipment; and

**WHEREAS**, Hawk Ford of St. Charles, Illinois is the apparent lowest responsible bidder at a total cost of \$78,910.00, which includes snow fighter equipment and a three (3) year extended warranty.

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois that the purchase of (1) used 2018 Ford F-450 XL 4x4 heavy-duty dump truck outfitted with snow fighting equipment and extended warranty from Hawk Ford of St. Charles, Illinois, at a total cost not to exceed \$78,910.00, is hereby approved.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**BE IT FURTHER RESOLVED** that the Village Administrator of the Village of Willowbrook is hereby authorized and directed, on behalf of the Village of Willowbrook, to execute a purchase order for said vehicle. A copy of said purchase order is attached hereto as Exhibit "A" and made a part hereof.

PASSED and APPROVED this 26<sup>th</sup> day of April, 2021 by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**EXHIBIT "A"**



**RESOLUTION NO. 21-R-\_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASE OF ONE (1) 2021 INTERNATIONAL 4X2 5-TON DUMP TRUCK HV 507 EQUIPPED WITH SNOW FIGHTER PACKAGE AND EXTENDED WARRANTY AT A TOTAL COST NOT TO EXCEED \$179,927.00**

---

**WHEREAS**, the Village Public Works Department solicited competitive bids for the purchase of one (1) 2021 International 4x2 5-ton dump truck HV 507 with snow fighter package; and

**WHEREAS**, the lowest bid for the purchase of the dump truck is Rush Truck Center at a base bid of \$170,370.00, plus snow fighter package and extended warranty, for a total cost of \$179,927.00.

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois that the purchase of one (1) 2021 International 4x2 5-ton dump truck HV 507 with snow fighter package and extended warranty from Rush Truck Center, at a total cost not to exceed \$179,927.00, is hereby approved.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**BE IT FURTHER RESOLVED** that the Village Administrator of the Village of Willowbrook is hereby authorized and directed, on behalf of the Village of Willowbrook, to execute a purchase order for said vehicle. A copy of said purchase order is attached hereto as Exhibit "A" and made a part hereof.

PASSED and APPROVED this 26<sup>th</sup> day of April, 2021 by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**EXHIBIT "A"**

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**A RESOLUTION AUTHORIZING THE PURCHASE OF BULK ROCK SALT FOR USE WITHIN THE VILLAGE OF WILLOWBROOK FOR THE 2021/2022 WINTER SEASON**

**AGENDA NO. 5g.**

**AGENDA DATE: 04/26/21**

**STAFF REVIEW:** Andrew Passero, Public Works Foreman

**SIGNATURE:** \_\_\_\_\_

**LEGAL REVIEW:** Tom Bastian, Village Attorney

**SIGNATURE:** \_\_\_\_\_

**RECOMMENDED BY:** Brian Pabst, Village Administrator

**SIGNATURE:** \_\_\_\_\_

**REVIEWED & APPROVED BY COMMITTEE:** YES  NO  N/A

### ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)

The County of DuPage solicited bids by their Central Management Services (CMS) for untreated rock salt. Compass Minerals was the low bid in 2020, with a cost of \$81.13 per ton. Compass Minerals has advised the County that they mutually agreed to accept the renewal for the FY 2021/2022 season at the exact pricing, terms, and conditions required by the current specifications.

Municipalities have the option to make an independent determination on whether to enter into an agreement with the awarded vendor. Vendors will hold their bids for 90 days. The “Standard Buy” option would be at the standard minimum purchase of 80%, with the option to take up to 130% at the same price for deliveries after 12/1/2021.

### STAFF RECOMMENDATION

The Village currently has approximately 350 tons of untreated rock salt in our salt dome as of 4/19/2021. The salt program for the Village is targeted at 800 tons of untreated salt to be ordered for the year. The Village is required to take 80% of the order with the option to take 130% of the quantity ordered. The cost of the untreated rock salt is \$81.13 per ton, which would be \$51,923.20 for 640 tons (80% of the order), at 100% of the order (800 tons), the amount would be \$64,904.00. The amount budgeted for rock salt for 2021/22 is \$80,000.00.

Staff recommends the initial purchase of 640 tons (80% of the order) of the untreated rock salt for \$51,923.20, with the ability to purchase up to a maximum of 1,040 tons, should the season weather conditions dictate more material for public safety purposes.

**ACTION PROPOSED:** Adopt Resolution.

**RESOLUTION NO. 21-R-**

**A RESOLUTION AUTHORIZING THE PURCHASE  
OF BULK ROCK SALT FOR USE WITHIN  
THE VILLAGE OF WILLOWBROOK FOR THE 2021/2022 WINTER SEASON**

---

**WHEREAS**, in the opinion of a majority of the corporate authorities of the Village of Willowbrook (the “Village”), it is advisable, necessary, and in the public interest that the Village purchase Untreated Rock Salt (“Rock Salt”) for roadway use during the 2021/2022 winter season; and

**WHEREAS**, the County of DuPage Office of Central Management Services solicited bids for Untreated Rock Salt for the 2021/2022 winter season; and

**WHEREAS**, of the bids received and reviewed by DuPage County, the lowest bid for the provision of untreated Rock Salt for the 2021/2022 winter season is Compass Minerals of America, Inc. at a price of Eighty-One and 13/100ths Dollars (\$81.13) per ton; and

**WHEREAS**, it is estimated that the Village will require approximately Eight Hundred (800) tons of Untreated Rock Salt for the 2021/2022 winter season; and

**WHEREAS**, the Village desires to purchase Untreated Rock Salt through the DuPage County Program; and

**WHEREAS**, a majority of the corporate authorities find it in the Village’s best interest to purchase Six Hundred Forty (640) tons of Untreated Rock Salt from Compass Minerals of America, Inc. at a cost of Eighty-One and 13/100ths Dollars (\$81.13) per ton, in the amount not to exceed Fifty-One Thousand Nine Hundred Twenty-Three and 20/100ths Dollars (\$51,923.20) with the option to purchase an additional One Hundred Sixty (160) tons of Untreated Rock Salt.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois:

**SECTION 1:** The corporate authorities hereby incorporate the foregoing preamble clauses into this resolution.

**SECTION 2:** It is hereby determined that it is advisable, necessary and in the public interest that the Village purchase the Village's anticipated Untreated Rock Salt requirement for the 2021/2022 winter season from Compass Minerals of America, Inc. in the amount of Six Hundred Forty (640) tons of Rock Salt at the price of cost of Eighty-One and 13/100ths Dollars (\$81.13) per ton, in the amount not to exceed Fifty-One Thousand Nine Hundred Twenty-Three and 20/100ths Dollars (\$51,923.20).

**SECTION 3:** That the Village Administrator be and is hereby authorized and directed to execute all necessary purchase orders, invoices, forms, and other documents related to the purchase of the Rock Salt.

**SECTION 4:** That this resolution shall take effect upon its passage, approval and publication in accordance with law.

PASSED and APPROVED this 26<sup>th</sup> day of April, 2021 by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk



State of Utah }  
County of Salt Lake } ss:

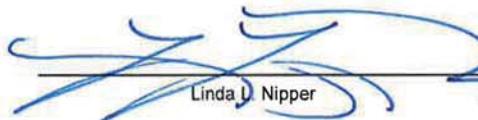
On March 31, 2020, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

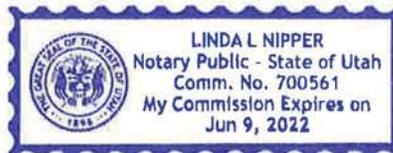
Tina Davis

known to me to be Attorney-in-Fact of RLI Insurance Company  
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires June 9, 2022

  
Linda L. Nipper Notary Public



# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Tina Davis, Linda Nipper, Lindsey Plattner, Lisa Hall, jointly or severally

in the City of Salt Lake City, State of Utah its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

**RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 13th day of May, 2019.



**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

By: B. W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

### CERTIFICATE

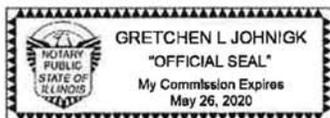
On this 13th day of May, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 31st day of March, 2020.

By: Gretchen L. Johnigk  
Gretchen L. Johnigk Notary Public

**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

By: Jean M. Stephenson  
Jean M. Stephenson Corporate Secretary



**Sean Lierz**  
Senior Manager-Highway Sales

D 913.344.9330  
M 800.323.1641 x2  
F 913.338.7945

[lierzs@compassminerals.com](mailto:lierzs@compassminerals.com)

9900 West 109th Street  
Suite 100  
Overland Park, KS 66210  
[www.compassminerals.com](http://www.compassminerals.com)





The County of DuPage  
Finance – Procurement 3-400  
421 North County Farm Road  
Wheaton, Illinois 60187-3978

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BULK ROCK SALT 20-035-DOT  
ADDENDUM 1

1. Page 12, #4 – Please clarify the bid bond and Performance bond. Is this only for Group 1? IF a vendor decides to bid Group 2A or 2B, or both 2A and 2B, will a bid bond and performance bond be required?  
ANSWER: Bid bond and performance bond are required for Group 1
2. Page 14, Bid Award Criteria – The bid states that Group 2 will be awarded by each individual agency/twp/muni. Does this mean that each location will reach out to vendors to award separately?  
ANSWER: There are no insurance requirements for this bid. Yes, for Group 2, each public sector entity will contact the vendor directly to make the award.
3. What's the time line for the awarded vendor to receive notification they've been awarded the bid?  
ANSWER: For Group 1, DuPage County will make an award within thirty days. We will publish the bid tabulation at least a few days earlier.
4. Just to clarify you all wanting to purchase regular untreated bulk rock salt?  
ANSWER: The solicitation is for regular untreated bulk rock salt per the specification.
5. Are bidders required to offer pricing above 130% for Group 1?  
ANSWER: Yes, bidders are requested to provide pricing for quantities above 130%.



The County of DuPage  
Finance – Procurement, 3-400  
421 North County Farm Road  
Wheaton, Illinois 60187

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**DUPAGE COUNTY  
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed bids will be received and time stamped by the Procurement Officer, for The County of DuPage ("County") on or before March 31, 2020, at 3:30 p.m. at the Finance Department, Room 3-400, The County of DuPage, 421 N. County Farm Road, Wheaton, IL 60187-3978 for the following contract: BULK ROCK SALT 20-035-DOT. Bid document, including specifications, may be obtained from the Finance Department by email at donna.weidman@dupageco.org or onsite during regular business hours at no cost or from the internet via www.demandstar.com. All bids must be received prior to the date and time shown above. Bids transmitted by email or facsimile (fax) will not be accepted.

	<b>Bid Event Activity</b>
March 13, 2020	Legal Notice Advertisement Placed
March 19, 2020 4:00 p.m. CST	Questions due to Buyer via email: donna.weidman@dupageco.org
March 25, 2020 4:00 p.m. CST	Final Q&A Addendum Published
March 31, 2020 3:30 p.m. CST	Submittals Due to Finance Office

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## SECTION 1 - PROJECT INFORMATION

√	<b>SUBMITTAL CHECKLIST</b>
<b>X</b>	Original signed bid with one (1) business card attached
<b>X</b>	All addenda acknowledged on bid form
<b>X</b>	Bid Security
<b>X</b>	All mandatory forms – Bid Form, Bid Form Pricing, Signature Page, W9, Ethics, Joint Purchasing Agreement
<b>X</b>	References

<b>AWARDED CONTRACTOR REQUIREMENTS</b>	
Bid Security/Bid Bond for Group 1	5% Submitted with Bid Documents
Performance and Payment Bond	Due within 10 days of notice of award
Certificate of insurance	Due within 15 days of notice of award
Illinois Secretary of State Corporate/LLC Certificate Of Good Standing For Current Year	Due with bid submittal  <a href="http://www.cyberdriveillinois.com/departments/business_services/howdoi.html">http://www.cyberdriveillinois.com/departments/business_services/howdoi.html</a>

## SECTION 2 - INSTRUCTIONS TO BIDDERS

1) **ON-LINE NOTIFICATION OF SPECIFICATIONS:** This document is available over the Internet at [www.DemandStar.com](http://www.DemandStar.com), as well as from the contact listed in this document. Adobe Acrobat Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat Reader, you may download it for free from Adobe at [www.adobe.com/products/acrobat/readstep.html](http://www.adobe.com/products/acrobat/readstep.html).

Businesses without Internet access may contact the Procurement Services Division of the County at (630) 407-6190 for these documents.

Companies interested in doing business with the County can register and maintain their registration via the Internet at [www.DemandStar.com](http://www.DemandStar.com). Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the County of DuPage.

The County is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

2) **ON-LINE PROVIDER DISCLAIMER:** DemandStar.com has no affiliation with the County of DuPage other than as a service that facilitates communication between the County and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the County. Communications to DemandStar.com do not constitute communications to the County.

3) **COMMUNICATIONS:** To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this Bid, until a Successful Bidder is selected, all requests for clarification or additional information regarding this BID, or contacts with the County personnel concerning this BID or the evaluation process must be solely to the contact person listed on the cover page of this BID.

A violation of this provision is cause for the County to reject the Bidder's Bid. If it is later discovered that a violation has occurred, the County may reject any Bid or terminate any contract awarded pursuant to this BID. No contact regarding this document with other County employees is permitted.

4) **BID INFORMATION AND QUESTIONS:** Each Bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing Bids, Bidders are advised to rely only upon the contents of this Bid and accompanying documents and any written clarifications or addenda issued by the County. If a Bidder finds a discrepancy, error, or omission in the Bid package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing Contact noted on the cover of this Bid, so that written clarification may be sent to all prospective Bidders. The County is not responsible for oral representations. All questions must be submitted in writing to the Procurement Services Contact only before the Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.

5) **BID SUBMISSION:** To be considered, the Bid must be prepared in the manner and detail specified in this Bid. Bids must be submitted before the date and time indicated as the deadline. It is each Bidder's responsibility to ensure that the submittal is received and time-stamped prior to the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Bids will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:00 p.m. local time, Monday through Friday, except for legal holidays to: DuPage County Procurement Services Division 421 North County Farm Road, Room 3-400 Wheaton, IL 60187.

Bids received after the above deadline may not be accepted and may be returned to the Bidder unopened. The Procurement Services Division's timestamp shall be the official time.

The opening of a Bid does not constitute the County's acceptance of the Bidder as a responsive and responsible Bidder.

Bidders must sign, in ink, the Bid form where indicated. Unsigned Bids will not be considered. An authorized official must sign the Bid. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County if the Bidder is determined to be the most responsive and responsible Bidder.

Bids must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the attached label secured to the lower left-hand corner.

- a) Submission of a Bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the BID and specifications and terms of the Form of Contract, and the County's Procurement Ordinance and that the Bidder understands and agrees to propose by each, and all of the stipulations and requirements contained therein.
- b) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Bid must initial corrections in ink.
- c) Bids sent by email, facsimile, or other electronic means will not be considered.
- d) All costs incurred in the preparation and presentations of the Bid, as well as, any resulting contract, are the Bidder's sole responsibility; no such costs will be reimbursed to any Bidder. All documentation submitted with the Bid will become the property of the County.
- e) Bids are subject to public disclosure after the deadline for opening in accordance with state law under the Freedom of Information Act (FOIA).

6) **CONTRACT AWARD:** The County reserves the right to withdraw the Bid, to award to one Bidder, to any combination of Bidders, by item, group of items, or total Bid. The County may waive informalities if it is in the County's interest. The Bidder(s) to whom the award is made will be notified as soon as possible. Tentative acceptance of the Bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the Bid. All Bids must be for a firm fixed price unless modified. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. Award of this Bid is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Bidder's Bid does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for performance costs until the successful Bidder has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Bidder non-responsive.

The successful Bidder will be asked to sign a contract agreement (sample attached).

7) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the deadline date set for the opening of Bid. No Bid may be withdrawn after the deadline for submission.

8) **ALTERNATE/EQUAL BIDS:** The specifications cannot cover precisely, all minute details of the equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The County of DuPage, for cost effective measures, standardizes on specific items; those bids will contain the language "No Substitutions," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "No Substitutions" is indicated. However, in bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature.

Bidders are encouraged to submit cost-saving/value-added alternate bid pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the County.

The County recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the County. Alternates will be compared to the lowest responsive, responsible bid as specified.

9) **DEVIATIONS:** The County of DuPage reserves the right to approve any material the Bidder proposes to furnish which contains deviations from specification requirements, but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of any item id, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the County to accommodate accepted deviations.

10) **REJECTION:** The County reserves the right to reject any or all Bids, or to accept or reject any Bid in part, and to waive any minor informality or irregularity in Bids received, if it is determined by the Procurement Officer or designee that the best interest of the County will be served by doing so. The County may reject any Bid from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Bidder is debarred by the County from consideration for a contract award, or if Bidder has committed a violation of the ethics or anti-kickback

provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.

11) **PROCUREMENT POLICY:** Procurement for the County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The Procurement Officer has the vested authority to execute all County contracts, subject to Committee and County Board approval where required.

12) **PROPRIETARY INFORMATION:** Under the Illinois Freedom of Information Act, all records in the possession of DuPage County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exemption is "trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The county will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception

13) **NON-DISCRIMINATION:** DuPage County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts.

14) **CONTRACT NEGOTIATION:** All Bids must be firm for at least 120 calendar days from the due date of the Bid. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. There is no contract until the County's policies have been fulfilled.

15) **DISQUALIFICATION OF RESPONDENTS:** Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of the Bid:

1. Evidence of collusion among Bidders.
2. Lack of competency as revealed by either financial, experience, or equipment statements.
3. Lack of responsibility as shown by past work.
4. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.

16) **BIDDER RESPONSIBILITIES:** The Bidder must be capable, either as a firm or a team, of providing all services as described under Specifications and/or Scope of Work Section and to maintain those capabilities until notification of the fact that their Bid was unsuccessful.

The selected Bidder must remain capable of providing all services proposed as described under Specifications and/or Scope of Work Section and must maintain those capabilities until the agreement is successfully finished. The successful Bidder will be responsible for all Services in this Bid as they are provided or performed by the Successful Bidder.

Further, the County will consider the Successful Bidder(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract.

17) **DISCLOSURE OF CONTENTS:** All information provided in the Bid shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the Bid becomes the property of the County and may be returned only at the County's option.

Bidders must make no other distribution of their Bids other than authorized by this BID. A Bidder who shares cost information contained in its Bid with other County personnel or competing Bidder personnel shall be subject to disqualification.

Bidders shall not be provided any information about other Bids or prices or where the Bidder stands in relation to others at any time during the evaluation process. Any request for such information by a Bidder, or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Bidder may be eliminated from further consideration.

18) **COMPLIANCE WITH ILLINOIS STATE LAW:** By submitting a response, Bidder [Proposer] certifies that it has obtained all required authorizations, certifications, and/or licenses required by law to perform the work described herein and transact business within the State of Illinois. This may include but is not limited to, in the case of a foreign business corporation, limited liability company, limited partnership, or limited liability partnership, authorization from the Illinois Secretary of State to transact business within the State of Illinois.

[Http://www.cyberdriveillinois.com/departments/business\\_services/howdoi.html](http://www.cyberdriveillinois.com/departments/business_services/howdoi.html).

## SECTION 3 - GENERAL CONDITIONS

1) **ADDENDUM AND SUPPLEMENT TO INVITATION TO BID (ITB):** If it becomes necessary or advisable to revise any part of this ITB or if additional data is necessary to enable the exact interpretation of provisions of this ITB, revisions will be provided in the form of an Addendum. Addendum information is available over the internet at [www.DemandStar.com](http://www.DemandStar.com). Adobe Acrobat® Reader may be required to view this document. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

2) **APPLICABLE CODES AND ORDINANCES:** Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

3) **ASSUMPTION OF RISK:** Until the completion and final acceptance by the County of all work under or implied by this Contract, the work shall be under the Contractor's care and charge and he shall be responsible, therefore. Contract shall rebuild, replace, repair, restore and make good all injuries, damages, re-erection, and repairs rendered necessary by causes, of any nature, to all or any portion of the work.

4) **CHANGES:** The County of DuPage reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of DuPage and the successful Contractor.

Illinois law requires that changes more than \$10,000 or extensions greater than thirty (30) days must comply with the Criminal Code. The Procurement Services Division shall issue to the successful contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

5) **COMMENCEMENT OF WORK:** The successful Contractor must not commence any billable work prior to the County issuing a Notice to Proceed. Work done prior to these circumstances shall be at the Contractor's risk.

6) **COMMUNICATIONS:** To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a contract has been awarded, all requests for clarification or additional information regarding this solicitation, or contact with the County personnel concerning this solicitation or the evaluation process, must be solely to the contact person listed on the cover page of this solicitation.

No contact regarding this document with other County employees or officers is permitted. A violation of this provision may be grounds for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

Questions and answers regarding the Scope of Work/Specifications will be shared with all bidders.

7) **CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:** It is agreed that all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

8) **CONTRACTOR PERFORMANCE:** The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, Contract Specifications and Attached Exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.

9) **DISCIPLINE:** Nothing herein shall be construed to imply that the County of DuPage is retaining control over the operative details of the Contractor's work or the Subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.

10) **DRUG FREE WORKPLACE:** The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

11) **ENDORSEMENTS:** Contractor shall not use the name, seal or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.

12) **F.O.B.:** All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without County of DuPage's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

13) **FORCE MAJEURE:** The County of DuPage shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

14) **HOLD HARMLESS AGREEMENT:** Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants, and all of their partners, officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries to or death of or damages received by any person, persons, or property resulting from the operations of Contractor or any of his subcontractors in prosecuting the work under this contract.

15) **HOLDING OF BIDS:** Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, no Bidder shall withdraw or cancel the bid for a period of ninety (90) calendar days after said closing time for the receipt of bids. Unauthorized withdrawal may result in forfeiture of the bid bond, or if no bid bond is required, the withdrawing Bidder shall pay the sum of \$1,000.00 as liquidated damages for the County's loss in re-bidding.

16) **INDEMNITY:** The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited because of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred because of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction because of its errors, omissions or negligent acts.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. because of indemnification or insurance.

17) **LAW GOVERNING:** The ITB and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

18) **VENUE:** By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

19) **LIABILITY OF CONTRACTOR:** The mention of any specific duty or liability imposed upon Contractor shall not be construed as a limitation or restriction of any general or other liability or duty imposed upon Contractor by his Contract, said reference to any specific duty or liability being made merely for explanation. Contractor shall be responsible to Owner for the acts and omissions of all his employees and all subcontractors, their agents and employees, and all other persons performing any of the Work under an agreement with Contractor.

20) **LIENS, CLAIMS, AND ENCUMBRANCES:** Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

21) **LOBBYIST REGISTRATION:** Bidder shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois.

22) **MSDS:** When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the County Procurement Services Division.

23) **MISCELLANEOUS REQUIREMENTS:** The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

24) **NON-DISCRIMINATING:** The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

25) **PATENTS:** Contractor undertakes and agrees to defend at Contractor's own expense all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Contractor further agrees to pay and discharge all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein. Should Contractor or his agents be enjoined from furnishing or using any invention, article, material, or appliance required to be supplied under this contract, Contractor shall promptly offer other articles, materials, or appliances in lieu thereof, of equal quality suitability for review by County. If the County should disapprove of the offered substitutes and should elect in lieu of substitution, to have supplied, and to retain and use, any such invention, article, material or appliance as may be required by this Contract to be supplied, then Contractor shall pay such royalties and secure such valid licenses as may be necessary for the County. If the contractor does not make any approved substitution promptly, or does not pay such royalties to secure the licenses as may be necessary, then the Engineer shall have the right to make such substitution, or change the cost thereof against any money due Contractor from Owner, or recover the amount thereof from him and his sureties notwithstanding that final payment under this Contract may have been made.

26) **PAYMENT:** Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

27) **PROTEST:** Any actual or prospective bidder, offeror, or contractor who believes they have been adversely affected in connection with the solicitation or award of a contract may, within seven calendar days of the solicitation, bid opening or award, by mail or have served, a letter of protest to the Chief Procurement Officer. The Chief Procurement Officer must submit a response in writing to the protesting entity, within five (5) business days from receipt of the protest.

28) **RESERVATION OF RIGHTS:** The County of DuPage reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of DuPage's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of DuPage. In determining the lowest responsible bidder, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Bidder's failure to meet the mandatory requirements of the ITB will result in the disqualification of the bid from further consideration.

The County further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised ITB.

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made in the best interest of the County.

29) **TAX:** The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-07. A copy of the exemption letter is available upon written request.

30) **TRANSFER OF OWNERSHIP OR ASSIGNMENT:** The terms and conditions of this contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments, the County of DuPage must be notified and approve the same in writing.

31) **WARRANTY:** Complete warranty information detailing period and coverage must be submitted.

## SECTION 4 - SPECIAL CONDITIONS

### 1) ACCURACY DISCLAIMER:

The Contractor shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The Contractor will be allowed no additional compensation for his failure to be so informed.

**2) ADDITIONAL MISCELLANEOUS REQUIREMENTS:** The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title of interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the County. The County staff will not take delivery of any equipment or material. The Contractor shall have a representative on-site to receive any equipment or material delivered for this project.

### 3) BID SECURITY/PERFORMANCE BOND – GROUP 1 ONLY

Each bid shall be accompanied by a Bid Security in the form of (a) Bid Bond or (b) a certified or cashier's check or money order payable to the order of the DuPage County Treasurer. The Bid Security shall be in an amount of not less than five percent (5%) of the total bid, as a guarantee that the Bidder will, within 10 days after the date of the conditional award of a contract, provide a Performance Bond as required by the Bid Documents. Any bid submitted without the required Bid Security, will not be read after it is opened.

Bid Bonds shall be duly executed by the Bidder as principal and have a surety thereon a surety company, approved by the County, having the minimum equivalent of a Best and Company A-V Rating.

If an intended Awardee fails to furnish any bond or insurance or document required by the Bid Documents, the Bid Security submitted with its bid shall be forfeited as liquidated damages.

The Contractor shall within 10 days of the Notice of Award furnish a Performance Bond in an amount equal to twenty percent (20%) of total bid amount, conditioned upon the faithful performance of all covenants and stipulations included in these bid documents and holding good until the completion of the contract to protect the County of DuPage against inadequate performance per all requirements of the Bid Documents. The Performance Bond shall remain in effect for one year from the issuance of a Purchase Order or until completion of the Contract period, whichever is longer.

The Contractor shall provide an extension of or an additional Performance Bond, upon each mutually agreed upon contract renewal.

### 4) CONTRACT TERM AND RENEWAL:

This contract shall be effective for a one (1) year term period with a start date of 6/01/2020 and a completion date of 5/31/2021.

The contract shall be subject to three (3) additional one-year term periods provided there is no change in the terms, conditions, specifications and prices and provided that such renewals are mutually agreed to by both parties. In no event shall the term plus renewals exceed four (4) years.

### 5) SPLIT BIDS:

Contractors may bid on one or more categories. The County of DuPage reserves the right to award by total bid, by single item or by any combination of items, in accordance with our language in the Bid Document relating to Contractor selection (or rejection) in the best interest of the County of DuPage.

**6) CANCELLATION:** The County reserves the right to cancel the whole or any part of this contract (1) upon 120-day written notice, without cause, or (2) upon 30-day written notice for due to failure by the Contractor to carry out any obligation, term or condition of this contract. The County will issue written notice to the Contractor for acting or failing to act as in any of the following:

- a) The Contractor provides material that does not meet the specifications of this contract;
- b) The Contractor fails to adequately perform the services set forth of this contract;
- c) The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d) The Contractor fails to progress in the performance of this contract and/or gives the County reason to believe that the Contractor will not or cannot perform the requirements of the contract.

**7) PRICING:** DuPage County reserves the right to compare pricing submitted to any and all known national purchasing cooperatives in order to obtain the lowest pricing available in the current marketplace for this contract award. The County reserves the right to award a contract to the lowest responsive, responsible vendor for BULK ROCK SALT 20-035-DOT after reviewing all national purchasing cooperative pricing programs available for the County to participate in.

**8) PAYMENTS:** Separate invoices shall be required for each County of DuPage department participating in the purchase.

**9) CREDIT MEMOS:** Must be on an original form with date of return, descriptions of items and prices noted.

**10) QUALITY:** All Recycled Products or Materials shall show the percent of post-consumer recycled content. Items that are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the Procurement Officer.

**11) THIRD PARTY AGREEMENT:** The County shall not enter a third-party rental agreement and reserves the right to disqualify a vendor so bidding.

**12) USAGE REPORTS:** Vendor may be required to submit a semi-annual report on orders placed against the contract. The report format shall contain the vendor's name, item number and term of contract at the top of the page. The report shall indicate the period covered by the report starting from the date the first order is received and ending with the date it is prepared. The report must be organized as follows:

DELIVERY LOCATION	DELIVERY DATE	DELIVERY TICKET NUMBER	QUANTITY (TONS)	UNIT PRICE	EXTENSION
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Vendor may from time to time be requested to produce reports within a particular time frame, i.e. fiscal year. These reports must be furnished within seven (7) days of request.

These reports are to be forwarded to:	DuPage County Division of Transportation Roula Eikosidekas 140 North County Farm Road Wheaton, IL 60187
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**13) VENDOR QUALIFICATIONS:**

Vendor will provide a general history, description and status of their Company.

Please visit [www.compassminerals.com](http://www.compassminerals.com) for company information and history. A historical timeline of company has been included with bid documents.

## SECTION 5 - STATEMENT OF WORK

This bid is to furnish and deliver bulk rock salt for snow and ice control, in accordance with the AASHTO Specification M143, Sodium Chloride Type 1, Grade 1. Bulk rock salt shall be 95 to 98 percent pure sodium chloride. Maximum moisture content shall be no more than two and a half percent (2.5%).

Bulk rock salt not meeting the standards listed in these Specifications shall be subject to rejection by DuPage County.

### **BID AWARD CRITERIA:**

DuPage County reserves the right to award a contract(s) to the lowest responsive, responsible bidder(s) by lump sum bid, by Group 1, whichever is in the best interest of DuPage County. DuPage County will only consider unit pricing in the 130%-150% range, in the event of a tie.

Group 2 will be awarded by each individual agency/township/municipality.

### **COUNTY AUTHORIZED REPRESENTATIVE:**

Post contract award, the County authorized representative for this bid is Michael Tuman, 630-407-6885 or authorized designee.

### **DELIVERY REQUIREMENTS:**

Orders are generally expected to be received within three (3) working days from date of order.

Normal deliveries shall be made between the hours of 6:00 a.m. and 2:30 p.m., Monday through Friday. Arrangements can be made for after hours and weekend deliveries to maintain a prompt order delivery schedule.

All order releases shall be delivered to completion, unless mutually agreed upon by the County of DuPage and the awarded Contractor.

All salt deliveries shall be made with trucks equipped with tailgate dump trailers.

All trucks shall be covered with approved waterproof material. The contractor will ensure that upon delivery, the driver shall inspect the inside of the trailer and will confirm that all salt has been removed from the trailer before leaving the point of delivery. The contractor shall ensure that all weights and measures shown on the delivery tickets are correct. DuPage County Division of Transportation reserves the right to require that delivery trucks be directed to a scale in the vicinity to check the accuracy of loads being delivered.

The actual tonnage delivered by the Contractor shall be within 20 (twenty) tons of the requested tonnage for each order.

The Contractor shall notify the Division of Transportation and any participating municipality of the trucking firm that will be delivering the salt, as well as a contact name, address and phone number of said trucking firm. The Contractor shall supply the same information for the terminal location, as well. Ultimately, all delivery responsibility will fall upon the Awarded Contractor. It will be their responsibility to accept order releases and communicate order information to the designated trucking firms and terminals.

Deliveries of rock salt will be required to be free of any foreign materials (i.e. mud, rocks, wood, tarpaulins, etc.). Cause for rejection and removal shall be made known within two (2) working days to the Contractor. Loads contaminated with foreign material will be replaced at the Contractor's expense within five (5) working days.

All salt is to be lump free. No salt with lumps larger than two (2) inches in diameter will be accepted. Loads with lumps larger than two (2) inches shall be replaced at the Contractor's expense within five (5) working days.

### **INVOICING:**

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

### **LIQUIDATED DAMAGES:**

From December 1, 2020 through April 30, 2021, if the Contractor is unable to make delivery within seven (7) calendar days from the date of order, DuPage County shall have the right to retain \$.20 per ton, per calendar day as liquidated damages on the undelivered portion of the order. An order placed prior to 12:00 noon on any business day (Monday through Friday, except Holidays) would be considered as the first calendar day of the seven (7) day delivery period. For orders placed after 12:00 noon on a given day, the following day would be considered the first calendar day of the seven (7) day delivery period. If after seven (7) days of liquidated damage assessment, the Contractor has still failed to deliver as required, DuPage County shall reserve the right to take action to remedy the failure of Contractor performance without prior notification of

such failure. This may include termination of the order and purchase of salt from other sources, or to take action consistent with public safety as needed to continue business. Any or all additional costs may be collected from the Contractor, in addition to any liquidated damage.

**ORDERING:**

Group 1 - DuPage County will place a minimum of 500 tons at a given time. All individual releases will be placed with the terminal.

Group 2 - 500 ton minimum will be waived. All individual releases will be placed with the terminal.

Orders for tonnage will be placed with the successful qualified bidder beginning June 1, 2020. All salt will be delivered by May 31, 2021. No further orders will be given after that date unless authorized by the County Authorized Representative or designee. Contract renewals will incorporate similar timelines for consecutive years.

**QUANTITIES:**

See Bid Pricing in Section 7 for quantities and locations.

DuPage County Division of Transportation has included a quantity which is an estimate only, for Standard Delivery. Bidders are to provide a unit price for 80% to 130% of this additional estimated quantity (STANDARD DELIVERY). DuPage County Division of Transportation agrees to purchase at least 80% of the quantity shown. If DuPage County does not utilize or order the 80%, DuPage County will pay for the 80% and it will be stored at the terminal, for delivery to the County at a later date. This will be handled at no additional charge to the County.

The Agency/Townships/Municipalities (Group 2) intend to make initial orders as indicated under Group 2 with delivery expected by 11/30/20. Bidders are required to provide a unit price for this 100% guaranteed delivery. (EARLY DELIVERY). The Townships/Municipalities section has included an additional quantity which is an estimate only. Bidders are to provide a unit price for 80% to 130% of this additional estimated quantity (STANDARD DELIVERY). The Townships/Municipalities agree to purchase at least 80% of the quantity shown. If the Townships/Municipalities do not utilize or order the 80%, the Townships/ Municipalities will pay for the 80% and it will be stored at the terminal, for delivery to the Townships/ Municipalities at a later date. This will be handled at no additional charge to the Townships/ Municipalities.

**THIRD PARTY OR ACTING IN THE BEST INTEREST OF THE CITIZENS OF DUPAGE COUNTY:**

In cases where other governmental agencies in DuPage County are unable to obtain bulk rock salt, DuPage County Division of Transportation reserves the rights and obligation to sell salt or give salt (to be reimbursed at a later date) to governmental agencies without any recourse from the Awarded Contractor. This will be done at the contracted cost given to DuPage County Division of Transportation by the Awarded Contractor and at no time shall a profit be made by DuPage County Division of Transportation.

**STOCKING REQUIREMENTS:**

Within thirty (30) days of the notice of award (issuance of purchase order) the Contractor will be required to provide DuPage County with their salt source and local terminal information. One hundred thirty percent (130%) of the standard delivery quantity listed will be required to be in stock at a local terminal by December 1, 2020. This requirement shall be fulfilled each December 1st, with each contract renewal.

DuPage County reserves the right to inspect the awarded Contractor's local terminal to verify for quantity and condition of salt, as required in the Specifications.

## SECTION 6 - INSURANCE REQUIREMENTS

Upon notice of acceptance of proposal, the successful bidder shall, within fifteen (15) calendar days of said notice, furnish to the Purchasing Agent a Certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the County and licensed to do business in the State of Illinois, and with a minimum insurance rating of A-VII as found in the current edition of A.M. Best's Key Rating Guide. All required insurance shall be maintained by the contractor in full force and effect during the life of the contractor, and until such a time as all work has been approved and accepted by the County. The Contractor is responsible for all insurance deductibles and Self-Insured relations.

TYPE OF INSURANCE		MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1.	<b>Workers Compensation</b>	Statutory
2.	<b>Employers Liability</b>	
	A. Each Accident	\$ 1,000,000
	B. Each Employee-disease	\$ 1,000,000
	C. Policy Aggregate-disease	\$ 1,000,000
3.	<b>* Commercial General Liability</b>	
	A. Per Occurrence	\$ 2,000,000
	B. General Aggregate	
	1. General Aggregate- Per project	\$ 2,000,000
	2. General Aggregate - Products/ Completed Operations	\$ 2,000,000
4.	Personal and Advertising Injury	\$ 1,000,000
	Each Occurrence	\$ 1,000,000
5.	<b>Fire Legal Liability (any one fire)</b>	\$ 100,000
6.	Medical Expense (any one person)	\$ 5,000
7.	<b>* Umbrella Excess Liability (over primary)</b>	\$ 1,000,000
	Retention for Self-Insured Hazards (each occurrence)	\$ 1,000,000
8.	<b>* Business Auto Liability</b>	\$ 1,000,000

\*In addition to a Certificate of Insurance the following Endorsements are needed:

"Additional Insured" Endorsement,

"Waiver of Subrogation" and

"Insurance is Primary and Non-Contributory to additional Insured" Excess must Follow GL Form.

If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion. At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

- NOTE:
- A) It is the responsibility of Contractor to provide a copy of this PROPOSAL to their insurance carrier.
  - B) It may also be required that the Contractor's insurer and coverage be approved by County prior to execution of the Contract.
  - C) No work shall be started until receipt of Certificate of Insurance.

The County of DuPage shall be named as additionally insured on all certificates of insurance.

The insurance carrier of the insured is required to notify the County of DuPage of termination of any or all of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.

**CHANGES IN INSURANCE COVERAGE:**

The Contractor will immediately notify the County if any insurance has been cancelled, materially changed, or renewal has been refused and the Contractor shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage(s) and limits. If suspension of work should occur due to insurance requirements, upon verification by the County of the required insurance the County will notify Contractor when they can proceed with the work. Failure to provide and maintain the required insurance coverage(s) and limits could result in immediate cancellation of the contract and the Contractor shall accept and bear all costs that may result due to the Contractors failure to provide and maintain the required insurance.

**INSURANCE RATING:**

All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.

**SURVIVAL OF INDEMNIFICATION:**

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

**NOTICE OF LAWSUIT:**

Within 5 days of service of process, the County shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

**CHOICE OF LEGAL COUNSEL:**

The Contractor shall provide coverage as provided in the contract, if the County, an Employee, or Elected Official is named in a lawsuit then the County retains the right to choose legal counsel subject to the approval of the County and appointment by the State's Attorney of DuPage County.

**RIGHTS RETAINED:**

Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to the County.

Insurance certificates must reference project name and bid number

The County of DuPage shall be named in "Description of Operations..." section, as additionally insured on all certificates of insurance. Insurance certificates shall also reference PROJECT NAME and BID NUMBER. coverages should be emailed (and hard copy mailed) to:

DuPage County Procurement Services Division  
421 N. County Farm Road, 3-400  
Wheaton, IL 60187  
donna.weidman@dupageco.org

**SECTION 7 – REQUIRED FORMS TO BE COMPLETED, SIGNED AND RETURNED WITH BID**

**BID PRICING:**

The Contractor is to provide a unit price per ton. DuPage County will require a 5% bid security to be submitted with the bid, The Awarded Contractor will also be required to furnish a 20% Performance Bond and Certificate of Insurance, within 10 days of the Notice of Award (as outlined in the Special Conditions). Similar conditions will apply to Group 2.

**GROUP 1 – DUPAGE COUNTY**

All Product to be shipped F.O.B. Delivered, freight prepaid, 140 N. County Farm Road, Wheaton, IL 60187 or 7900 S. Rt. 53, Woodridge, IL 60517.

**STANDARD DELIVERY** – Bidders are required to provide a unit price for 80% to 130% of the estimated quantity. The DuPage County Division of Transportation agrees to purchase at least 80% of the quantity shown. If DuPage County does not utilize or order the 80%, DuPage County will pay for the 80% and it will be stored at the terminal, for delivery to the County at a later date. This will be handled at no additional charge to the County.

ITEM	UOM	QUANTITY	UNIT PRICE	EXTENDED PRICE
BULK ROCK SALT	TON	15,000	\$81.13	\$1,216,950.00
<b>TOTAL GROUP 1</b>				\$1,216,950.00
UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE			\$91.13	

**SHIPPING AND BILLING INFORMATION FOR GROUP 1:**

BILL TO ADDRESS:	SHIP TO ADDRESS:
DuPage County Division of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 DOTFinance@dupageco.org	DuPage County Division of Transportation Attn: Jason Walsh 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6925 Jason.Walsh@dupageco.org
Same	DuPage County Public Works Attn: Jason Walsh 7900 S. Rt. 53 Woodridge, IL 60517 TX: (630) 407-6925 Jason.Walsh@dupageco.org

**GROUP 2 – AGENCY/TOWNSHIPS/MUNICIPALITIES**

All Product to be shipped F.O.B. Delivered, freight prepaid, to the locations listed. Each Agency/Township/Municipality will make an independent determination on whether it will enter into this agreement with the Awarded Contractor.

**A – EARLY DELIVERY** – 100% Confirmed quantities. Delivery by November 30, 2020

ITEM	UOM	QTY	UNIT PRICE	EXTENDED PRICE
Bulk Rock Salt	TON	4,000	\$ 85.11	\$ 340,440.00
TOTAL GROUP 2-A				\$ 340,440.00

**B – STANDARD DELIVERY** – Bidders are required to provide a unit price for 80% to 130% of the estimated quantity. If the Agency/Township/Municipality agrees to enter into an agreement with the Awarded Contractor, the Township/Municipality agrees to purchase at least 80% of the quantity shown. If the Agency/Township/ Municipality does not utilize or order the 80%, the Agency/Township/ Municipality will pay for the 80% and it will be stored at the terminal, for delivery to the Agency/Township/ Municipality at a later date. This will be handled at no additional charge to the Contracting Agency/Township/Municipality.

ITEM	UOM	QTY	UNIT PRICE	EXTENDED PRICE
Bulk Rock Salt	TON	55,020	\$ 81.13	\$ 4,463,772.60
TOTAL GROUP 2-B				\$ 4,463,772.60
UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE			\$ 91.13	

LOCATION	BILL TO	SHIP TO	UNIT OF MEASURE	Group 2A 100% Confirmed Quantities – Delivery is no later than 11/30/2020	Group 2B 80-130% Estimated Quantities – Standard Delivery
Addison Township	411 W. Potter Wood Dale, IL 60191	411 W. Potter Wood Dale, IL 60191	TON	0	500
Addison, Village of	1491 W. Jeffrey Drive Addison, IL 60101-4331	1491 W. Jeffrey Drive Addison, IL 60101-4331	TON	0	2,100
Aurora, City of	44 E. Downer Place Aurora, IL 60507	City of Aurora Central Garage 720 N. Broadway Aurora, IL 60505 or 2112 Montgomery Rd Aurora, IL 60504	TON	0	8,500
Bartlett, Village of	228 S. Main Street Bartlett, IL 60103	1150 Bittersweet Drive Bartlett, IL 60103 or 315 E. Devon Ave. Bartlett, IL 60103	TON	0	1,000
Bensenville, Village of	717 E. Jefferson St. Bensenville, IL 60106	717 E. Jefferson St. Bensenville, IL 60106	TON	0	500
Bloomington Township	6N030 Rosedale Ave. Bloomington, IL 60108	6N030 Rosedale Ave. Bloomington, IL 60108	TON	0	1,500
Bloomington, Village of	201 S. Bloomington Rd Bloomington, IL 60108	305 Glen Ellyn Road Bloomington, IL 60108	TON	0	1,500
Carol Stream, Village of	124 Gerzevske Lane Carol Stream, IL 60188	124 Gerzevske Lane Carol Stream, IL 60188	TON	0	2,300
Clarendon Hills	1 N. Prospect Ave. Clarendon Hills, IL 60514	452 Park Ave. Clarendon Hills, IL 60514	TON	0	500
Darien, City of	1041 S. Frontage Road Darien, IL 60561	1041 S. Frontage Road Darien, IL 60561	TON	300	2,500
Downers Grove Township	4340 Prince St. Downers Grove, IL 60515	318 E. Quincy Westmont, IL 60559	TON	0	1,200
Downers Grove, Village of	5101 Walnut Ave. Downers Grove, IL 60515	5101 Walnut Ave. Downers Grove, IL 60515	TON	2,700	0

DuPage Airport Authority	2700 International Drive Suite 200 West Chicago, IL 60185	2751 Aviation Ave. West Chicago, IL 60185	TON	0	120
Glen Ellyn, Village of	30 S. Lambert Glen Ellyn, IL 60137	30 S. Lambert Glen Ellyn, IL 60137	TON	0	1,500
Hanover Park, Village of	2121 W. Lake St. Hanover Park, IL 60133	2121 W. Lake St. Hanover Park, IL 60133	TON	0	1,800
Hinsdale, Village of	19 E. Chicago Ave. Hinsdale, IL 60523	225 Symonds Drive Hinsdale, IL 60521	TON	0	700
Itasca, Village of	411 N. Prospect Ave. Itasca, IL 60143	411 N. Prospect Ave. Itasca, IL 60143	TON	0	1,200
Lisle Township	4719 Indiana Ave. Lisle, IL 60532	4719 Indiana Ave. Lisle, IL 60532	TON	0	800
Lisle, Village of	925 Burlington Lisle, IL 60532	4905 Yackley Ave. Lisle, IL 60532	TON	0	1,800
Lombard, Village of	255 E. Wilson Ave. Lombard, IL 60148	1135 N. Garfield Lombard, IL 60148	TON	0	2,500
Milton Township	23W040 Poss St. Glen Ellyn, IL 60137	23W040 Poss St. Glen Ellyn, IL 60137	TON	0	1,800
Naperville Township	31W331 North Aurora Rd. Naperville, IL 60563	31W331 North Aurora Rd. Naperville, IL 60563	TON	0	400
Oakbrook, Village of	1200 Oak Brook Road Oak Brook, IL 60523	3003 Jorie Blvd. Oak Brook, IL 60523	TON	0	750
Schaumburg, Village of	101 Schaumburg Ct. Schaumburg, IL 60193	714 S. Plum Grove Road Schaumburg, IL 60193	TON	1,000	4,000
Villa Park, Village of	20 S. Ardmore Ave. Villa Park, IL 60181	729 N. Ardmore Ave. Villa Park, IL 60181	TON	0	600
Warrenville, City of	3S258 Manning Ave. Warrenville, IL 60555	3S346 Mignin Drive Warrenville, IL 60555	TON	0	1,300
Wayne Township	4N230 Klein Road West Chicago, IL 60185	4N230 Klein Road West Chicago, IL 60185	TON	0	250
West Chicago, City of	475 Main St. West Chicago, IL 60185	135 W. Grandlake Blvd. West Chicago, IL 60185 or 1350 W. Hawthorne Lane West Chicago, IL 60185	TON	0	3,000
Westmont, Village of	31 W. Quincy St. Westmont, IL 60559	39 E. Burlington Ave. Westmont, IL 60559	TON	0	800
Wheaton, City of	303 W. Wesley, PO Box 727 Wheaton, IL 60187	820 W. Liberty Drive Wheaton, IL 60189	TON	0	3,300

Willowbrook, Village of	835 Midway Drive Willowbrook, IL 60527	700 Willowbrook Centre Parkway Willowbrook, IL 60527	TON	0	800
Winfield, Village of	27W465 Jewell Road Winfield, IL 60190	0S040 Wynwood Road Winfield, IL 60190	TON	0	600
Winfield Township	30W575 Roosevelt Rd. West Chicago, IL 60185	30W575 Roosevelt Rd. West Chicago, IL 60185	TON	0	800
Wood Dale, City of	720 N. Central Ave. Wood Dale, IL 60191	720 N. Central Ave. Wood Dale, IL 60191	TON	0	800
Woodridge, Village of	One Plaza Drive Woodridge, IL 60517	One Plaza Drive Woodridge, IL 60517 or 7900 IL Rt. 53 Woodridge, IL 60517	TON	0	2,300
York Township	19W475 Roosevelt Road Lombard, IL 60148	19W475 Roosevelt Road Lombard, IL 60148	TON	0	1,000
GRAND TOTAL				4000	55,020

**BID FORM**

**BID 20-035-DOT BULK ROCK SALT**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Compass Minerals America Inc
Main Business Address	9900 West 109th Street, Suite 100
City, State, Zip Code	Overland Park, KS 66210
Telephone Number	800-323-1641 Opt 2 (Sales Managr), Opt 1 (Orders, Customer Service)
Fax Number	913-338-7945 (Cust Serv/Sales) or 913-433-9616 (Orders)
Bid Contact Person	Sean Lierz, Senior Sales Manager
Email Address	lierzs@compassminerals.com or highwaygroup@compassminerals.com

TO: The DuPage County Procurement Services

The undersigned certifies that he is:

- the Owner/Sole Proprietor     
  a Member authorized to sign on behalf of the Partnership     
  an Officer of the Corporation     
  a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

<u>Kevin S. Crutchfield, President &amp; CEO</u> (President or Partner)	<u>Jon Schnieders, Vice President, Salt</u> (Vice-President or Partner)
<u>Zoe Vantz, Secretary</u> (Secretary or Partner)	<u>James D. Standen, CFO &amp; Treasurer</u> (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 1, and \_\_\_\_\_ issued thereto;

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and

held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).



1. IRS FORM W-9

This form can be found attached, or at the following link: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

2. REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

This form can be found attached, or at the following link: <https://www.dupageco.org/Finance/Procurement/1316/>

W9 FORM

Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Form fields 1-7: Name, Business name, Tax classification, Exemptions, Address, City, ZIP code, List account number(s).

Part I Taxpayer Identification Number (TIN) section with Social Security number and Employer Identification number input boxes.

Part II Certification section with numbered statements and certification instructions.

Sign Here section with Signature of U.S. person and Date input fields.

General Instructions section containing section references, future developments, purpose of form, and a list of FATCA exemption codes.

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Compass Minerals America Inc.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>9900 West 109th Street, Suite 100</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Overland Park, KS 66210</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>									

or

<b>Employer identification number</b>									
4	8	-	1	0	4	7	6	3	2

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>3/11/2020</u>
------------------	----------------------------	-------------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# VENDOR ETHICS DISCLOSURE



## Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: \_\_\_\_\_

Bid/Contract/PO #: **Bid 20-035-DOT**

Company Name: <b>Compass Minerals America Inc</b>	Company Contact: <b>Sean Lierz, Senior Sales Manager</b>
Contact Phone: <b>913-344-9330 or 800-323-1641 Opt 2</b>	Contact Email: <b>LierzS@compassminerals.com</b>

**The DuPage County Procurement Ordinance requires the following written disclosures prior to award:**

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions

**NONE (check here) - If no contributions have been made**

Add Line	Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
x					
x					

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

**NONE (check here) - If no contacts have been made**

Add Line	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
x	<b>Sean Lierz, Senior Sales Manager</b>	<b>913-344-9330</b>	<b>LierzS@compassminerals.com</b>
x	<b>Julia Yates, Sales Support Coordinator</b>	<b>913-344-9117</b>	<b>YatesJ@compassminerals.com</b>

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

**Continuing disclosure is required, and I agree to update this disclosure form as follows:**

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

**The full text for the county's ethics and procurement policies and ordinances are available at:**

<http://www.dupageco.org/CountyBoard/Policies/>

**I hereby acknowledge that I have received, have read, and understand these requirements.**

Authorized Signature

Printed Name

*Joel Gardes*

Title

*Senior Manager Highway Sales*

Date

*3/26/2020*

Attach additional sheets if necessary. Sign each sheet and number each page. Page **n/a** of \_\_\_\_\_ (total number of pages)

**JOINT PURCHASING AGREEMENT**

**JOINT PURCHASING:**

OTHER TAXING BODIES: Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.? The approximate quantity usage is unknown.

YES \_\_\_\_\_ NO  X

State any other requirements that they would have to meet beyond that of our Bid invitation and specification.

n/a   
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.

## REFERENCES

The bidder must list three (3) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months.

COMPANY NAME:	IL DOT District 1
ADDRESS:	201 W Center Court
	Schaumburg, IL 60196
CONTACT PERSON:	Michael LaBree
TELEPHONE NUMBER:	847-705-4177

COMPANY NAME:	McHenry CHD
ADDRESS:	16111 Nelson Road
	Woodstock, IL 60098
CONTACT PERSON:	Ed Markison
TELEPHONE NUMBER:	815-334-4973

COMPANY NAME:	Illinois Tollway
ADDRESS:	P O Box 3094
	Attn: Contract Admin
	Lisle, IL 60532
CONTACT PERSON:	Kevin Ganzer
TELEPHONE NUMBER:	630-241-6800 ext 4967

COMPANY NAME:	City of Crystal Lake
ADDRESS:	P O Box 597
	Crystal Lake, IL 60039
CONTACT PERSON:	Larry Zurek
TELEPHONE NUMBER:	815-356-3744

**SAMPLE**  
**SECTION 8 - SAMPLE CONTRACT AGREEMENT**  
CONTRACT 20-035-DOT BETWEEN [CONTRACTOR]  
AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and \_\_\_\_\_, licensed to do business in the State of Illinois, located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR).

**RECITALS**

WHEREAS, the COUNTY requires the goods and/or services specified in Bid #20-035-DOT for its Department of \_\_\_\_\_, located at the DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

**1.0 CONTRACT DOCUMENTS**

- 1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:
  - 1.1.a Project Information
  - 1.1.b Instructions to Bidders
  - 1.1.c General Conditions
  - 1.1.d Special Conditions
  - 1.1.e Insurance/Bonding Requirements and Certificates
  - 1.1.f Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
  - 1.1.g Specifications (including any addenda, interpretations and approved exceptions)
  - 1.1.h Exhibits
  - 1.1.i County Purchase Order
- 1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.
- 1.3 In the event of a conflict between any of the above documents, the document control from top to bottom, i.e., "a" controls over "b".

**2.0 DURATION OF THIS CONTRACT**

- 2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a \_\_\_\_\_ year period beginning on XX/XX/XXXX and continuing through XX/XX/XXXX.
- 2.2 the Contract term is subject to renewal per the Bid Invitation Specifications. In no event, shall the term plus renewals exceed four (4) years.

**3.0 TERMINATION**

- 3.1 Except as otherwise set forth in this AGREEMENT, County shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the Contractor, except in the event of Contractor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.
- 3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
- 3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall

provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

4.0 BID PRICES AND PAYMENT

4.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.

4.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

5.0 AMENDMENTS

5.1 This Contract may be amended by agreement of both parties.

5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

6.0 CONTRACT ENFORCEMENT – ATTORNEY’S FEES

6.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney’s fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

7.0 SEVERABILITY CLAUSE

7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court’s determination shall not affect the validity or enforceability of the remaining portions of this Contract.

8.0 GOVERNING LAW

8.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

9.0 ENTIRE AGREEMENT

9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.

9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS, WHEREOF, the parties set their hands and seals as of the date first written above.

**THE COUNTY OF DUPAGE, ILLINOIS**

**CONTRACTOR**

By: \_\_\_\_\_

SIGNATURE

By: \_\_\_\_\_

SIGNATURE

James McGuire

PRINTED NAME

PRINTED NAME

Procurement Officer

PRINTED TITLE

PRINTED TITLE

DATE

DATE

**SECTION 9 – OUTSIDE ENVELOPE BID LABEL**

**SEALED BID PROPOSAL**

**INVITATION #:** 20-035-DOT

**OPENING DATE:** 03/31/2020

**OPENING TIME:** 3:30 P.M.

**DESCRIPTION:** BULK ROCK SALT

**COMPANY NAME:** Compass Minerals America Inc.

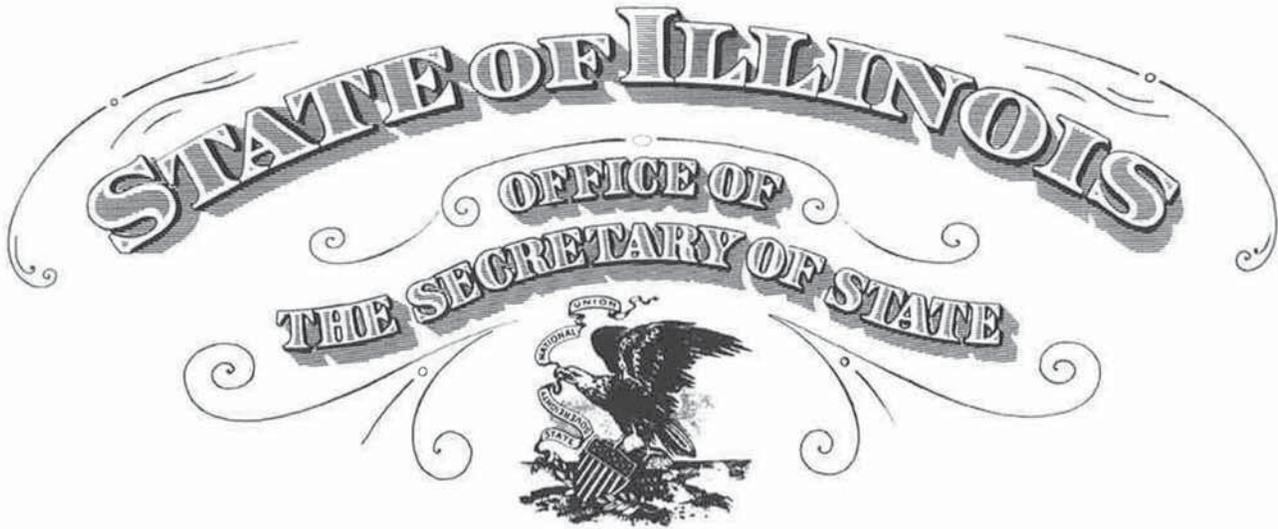
**DATED MATERIAL-DELIVER IMMEDIATELY**

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE)  
TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL  
TO HELP ENSURE PROPER DELIVERY!



File Number

5535-074-4



**To all to whom these Presents Shall Come, Greeting:**

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

COMPASS MINERALS AMERICA INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON DECEMBER 30, 1988, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 23RD day of MARCH A.D. 2020 .***

*Jesse White*

SECRETARY OF STATE

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NORTH AMERICAN SALT COMPANY", CHANGING ITS NAME FROM "NORTH AMERICAN SALT COMPANY" TO "COMPASS MINERALS AMERICA INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JULY, A.D. 2014, AT 4:01 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

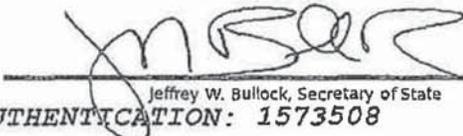
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF AUGUST, A.D. 2014.

2149843 8100

141004732

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 1573508

DATE: 07-28-14

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 04:01 PM 07/28/2014  
FILED 04:01 PM 07/28/2014  
SRV 141004732 - 2149843 FILE

STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT  
OF SECOND AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION

NORTH AMERICAN SALT COMPANY, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

1. That at a meeting of the Board of Directors of **North American Salt Company** resolutions were duly adopted setting forth a proposed amendment of the Second Amended and Restated Certificate of Incorporation of the Corporation, declaring such amendment to be advisable and calling a meeting of the stockholder of the Corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

**RESOLVED**, that the Second Amended and Restated Certificate of Incorporation of the Corporation be amended by changing the Article numbered "**FIRST**" so that, as amended, such Article shall be and read as follows:

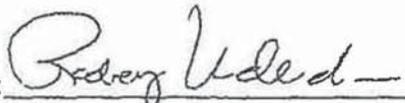
**FIRST:** The name of the Corporation is Compass Minerals America Inc. (hereinafter called the "Corporation").

2. That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of the Corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

3. That the amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

4. That this amendment shall be effective on the 1<sup>st</sup> day of August, 2014.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed this 28<sup>th</sup> day of July, 2014.

By: 

Rodney L. Underdown  
Chief Financial Officer and Secretary

**UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS  
OF  
COMPASS MINERALS AMERICA INC.**

Effective March 3, 2020

The undersigned, being all of the members of the board of directors of Compass Minerals America Inc., a Delaware corporation (the "Corporation"), hereby consent in writing pursuant to Section 141(f) of the Delaware General Corporation Law to the adoption of the following resolutions without a meeting and waive any notice required in connection therewith.

**Authorized Signatories**

**WHEREAS**, from time to time, it is desirable for individuals to sign documents on behalf of the Corporation in connection with sales transactions relating to the Corporation's Highway Sales Department.

**NOW, THEREFORE, BE IT RESOLVED**, that the following individuals (the "Authorized Signatories") be, and each of them hereby is, authorized, subject to applicable limitations under the Corporation's Delegation of Authority Policy, on behalf of the Corporation, to sign bids, performance bonds and contracts for the sale of sodium chloride and other deicing products, and to sign any other documents which, in his or her opinion, are necessary or desirable in order to effectuate and carry out the foregoing, and all other individuals who were so authorized prior to the date first written above are no longer so authorized:

Kevin S. Crutchfield	President and CEO
James D. Standen	Chief Financial Officer and Treasurer
S. Bradley Griffith	Chief Commercial Officer
Jon Schnieders	Vice President, Salt
Ryan Royer	National Sales Manager
Sean Lierz	Highway Sales Senior Manager
Joel Gerdes	Highway Sales Senior Manager
Douglas Dyer	Highway Sales Manager
Harrison Green	Highway Sales Manager
Matthew Denner	Sales Manager
Teresa Wilde	Sales Manager
Joe Uriell	Director, Sales Industrial
Zoe Vantzios	Secretary

**General**

**RESOLVED**, that the officers of the Corporation are, and each of them is, hereby authorized, for and on behalf of the Corporation, to execute, deliver, file, acknowledge and record any and all such documents and instruments, and to take or cause to be done any and all such other things as they, or any of them, may deem necessary or desirable to effectuate and carry out the resolutions adopted hereby; and

**FURTHER RESOLVED**, that any actions previously taken or caused to be taken by any officer of the Corporation or any Authorized Signatory in connection with the matters contemplated by these resolutions, or in carrying out the terms and intentions of the above resolutions, are hereby acknowledged to be duly authorized acts performed on behalf of the Corporation and are hereby ratified, confirmed and adopted as such.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the undersigned have caused this consent to be duly executed as of the date first written above. This consent may be executed via .pdf, facsimile or other electronic means and in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.



James D. Standen



Zoe A. Vartzos



# Goderich - US Bulk Deicing Salt

## Product Data Sheet

### Production Location

Goderich, Ontario - Canada

### Product Description

Rock salt obtained by conventional mining methods, crushed, and screened to size.

### Method of Analysis

American Society for Testing and Materials Procedures D632 and E534. All other testing is from Compass Minerals internal quality control procedures, which are available upon request.

### Physical Properties

Bulk Density - 1220 kg/m<sup>3</sup> (76 lbs/ft<sup>3</sup>), average particle size 0.011"

### Admixture

Yellow Prussiate of Soda (YPS) added - If requested by customer

Chemical Analysis Before Admixing (99.7% Confidence)			Typical	Range
Sodium Chloride	NaCl	(%)	96.5	94.1 - 98.9
Calcium Sulfate	CaSO <sub>4</sub>	(%)	2.7	0.9 - 4.5
Calcium Chloride	CaCl <sub>2</sub>	(%)	0.00	0.00 - 0.01
Magnesium Chloride	MgCl <sub>2</sub>	(%)	0.03	0.00 - 0.08
Sodium Sulphate	NaSO <sub>4</sub>	(%)	0.00	0.00 - 0.03
Moisture		(%)	0.3	0.00 - 1.1
Water Insolubles		(%)	0.8	0.1 - 1.5
Calcium	Ca	ppm	7948	2640 - 13247
Magnesium	Mg	ppm	224	0 - 204
Sulphate	SO <sub>4</sub>	ppm	19051	6350 - 31752

### TYPICAL SCREEN ANALYSIS

% Passing (99.7% Confidence)

USS Mesh	Tyler Mesh	Open (in.)	Typical Passing %	Range %
0.500	0.500	0.500	99.8	98.9 - 100
3/8	0.371	0.374	97.2	93.5 - 100
4	4	0.187	78.6	63.8 - 89.6
8	8	0.093	47.6	34.3 - 60.9
16	14	0.046	27.3	18.4 - 36.2
30	28	0.023	15.6	9.7 - 21.5

Average Particle Size 0.011 inches (7.25 mesh)

Packaging			
UPC Code	Product Code	New Product Code	Bag Size (Lbs.)
	6615	613544	Bulk

Compass Minerals America Inc.  
 9900 West 109th Street - Suite 100  
 Overland Park, KS 66210  
 Phone 800-323-1641 Fax 800-359-7258

*This information is based on our present state of knowledge and is intended to provide general notes on the product(s) supplied by us and their uses. The information should not be construed as a specific property promise or guarantee of the product(s).*

March 2019

## Product Data Sheet

### Production Location

Cote Blanche, Louisiana-USA

### Product Description

- Rock salt obtained by conventional mining methods, crushed, and screened to size.
- No more than 15% of product passes 30-mesh screen

### Method of Analysis

American Society for Testing and Materials Procedures D632 and E534. All other testing is from Compass Minerals internal quality control procedures, which are available upon request.

### Physical Properties

Bulk Density - (72 lbs/ft<sup>3</sup>)

### Admixture

Yellow Prussiate of Soda (YPS) added to a max of 50 ppm

Chemical Analysis				
Constituent	Formula		Typical %	Range
Sodium Chloride	NaCl	(%)	98.44	98.2 - 99.2
Calcium Sulfate	CaSO <sub>4</sub>	(%)	1.27	0.38 - 1.7
Calcium Chloride	CaCl <sub>2</sub>	(%)	0.03	0 - 0.24
Magnesium Chloride	MgCl <sub>2</sub>	(%)	0.01	0 - 0.04
Water Insolubles		(%)	0.2	0.00 - 0.77
Calcium	Ca	ppm	3837	860 - 5535
Magnesium	Mg	ppm	35.5	0 - 101
Sulfate	SO <sub>4</sub>	(%)	9265	2371 - 12273
Moisture	H <sub>2</sub> O	(%)	0.19	0 - 1

Typical Screen Data				
U.S.S. Mesh	Tyler Mesh	Open (Inches)	Typical % Passing	Range % Passing
3/4	0.375	0.375	100	100
1/2	1/2	0.5	99.6	98.1 - 100
0.375	0.375	0.375	95.3	87 - 100
4	4	0.1870	73.4	40 - 100
8	8	0.0937	42.2	5 - 80
16	14	0.0464	19.2	0 - 40
30	28	0.0234	8.5	0 - 20

Average particle size 0.162 inches (5.11mesh)

Packaging			
Bag Size	UPC Code	Old Product Code	New SKU
Bulk	0 67568-76080 7	7608	613624



# SAFETY DATA SHEET

## 1. Product and Company Identification

Product identifier	Salt
Other means of identification	American Backwoods Animal Nutrition Products Sodium Chloride Sifto Safe Step Standard Salt Sifto Ice Salt Sifto Sodium Chloride Sifto Safe Step EnviroGuard QwikSalt Ice-A-Way IceAway Turbo IceAway Turbo Blue Safe Step 3300 Aspen Aspen Blue Safe Step 4300 Dual Blend Safe Step 4300 Dual Blend Blue EconoBlend 370 Winter Storm Winter Storm Blue Safe Step Pro Series 550 Safe Step Pro Series 570 Safe Step 6300 Enviro Blend Safe Step Pro Series 960 Choice Formula Safe Step Sure Paws Sifto Safe Step Sure Paws American Stockman Animal Nutrition Products Nature's Own water care products Sure Soft water care products Natural Salt water care Pro Soft water care products Salt brine Thawrox Treated salt Commercial bulk rock salt Safe Step Pro Series 950 MaxiFonte Solar salt Canadian Stockman Animal Nutrition products Sifto pool salt Crystal Plus
Recommended use	De-icer. General industrial and water softening/conditioning purposes. Animal Nutrition.
Recommended restrictions	None known.
Manufacturer	Compass Minerals USA Inc. 9900 West 109th Street, Suite 100 Overland Park, KS 66210 US 913-344-9200  CHEMTREC 1-800-424-9300 CANUTEC 1-613-996-6666

## 2. Hazards Identification

Physical hazards	Not classified.
Health hazards	Not classified.
Environmental hazards	Not classified.
OSHA defined hazards	Not classified.
Label elements	
Hazard symbol	None.
Signal word	None.
Hazard statement	The product and/or mixture does not meet the criteria for classification.

<b>Precautionary statement</b>	
Prevention	Observe good industrial hygiene practices.
Response	Wash hands after handling.
Storage	Store away from incompatible materials, i.e, strong oxidizing agents (see Section 10)
Disposal	Dispose of waste and residues in accordance with local authority requirements.
Hazard(s) not otherwise classified (HNOC)	None known.
Supplemental information	Not applicable.

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### 3. Composition/Information on Ingredients

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**Mixture**

**Composition comments** The criteria for listing components in this section are: Carcinogens, Respiratory Sensitizers, Mutagens, Teratogens and Reproductive toxins are listed when present at 0.1% or greater; components which are otherwise hazardous according to WHMIS/OSHA are listed when present at 1.0% or greater. Non hazardous components are not listed. The products pertaining to this SDS have various proportions of components which do not meet the listing criteria.

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### 4. First Aid Measures

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<b>Inhalation</b>	Avoid breathing dust. If breathing is difficult, remove to fresh air and keep at rest in a position comfortable for breathing. Call a physician if symptoms develop or persist.
<b>Skin contact</b>	Rinse skin with water/shower. Get medical attention if irritation develops and persists.
<b>Eye contact</b>	Rinse with water. Get medical attention if irritation develops and persists.
<b>Ingestion</b>	Rinse mouth. If ingestion of a large amount does occur, seek medical attention.
<b>Most important symptoms/effects, acute and delayed</b>	Direct contact with eyes may cause temporary irritation.
<b>Indication of immediate medical attention and special treatment needed</b>	Treat symptomatically.

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### 5. Fire Fighting Measures

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<b>Suitable extinguishing media</b>	Salt and salt mixtures are non-combustible.
<b>Unsuitable extinguishing media</b>	Not applicable.
<b>Specific hazards arising from the chemical</b>	During fire, gases hazardous to health may be formed.
<b>Special protective equipment and precautions for firefighters</b>	Use appropriate firefighting PPE as a general precaution.
<b>Fire-fighting equipment/instructions</b>	Salt is not combustible and is thus not the material of concern for firefighting equipment or methods.
<b>Specific methods</b>	In the event of a fire, equipment and methods that are consistent with the combusting material should be utilized.
<b>General fire hazards</b>	No unusual fire or explosion hazards noted.
<b>Hazardous combustion products</b>	Chlorine. Hydrogen chloride. Oxides of sodium.
<b>Explosion data</b>	
<b>Sensitivity to mechanical impact</b>	Not available.
<b>Sensitivity to static discharge</b>	Not available.

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### 6. Accidental Release Measures

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<b>Personal precautions, protective equipment and emergency procedures</b>	Restrict area to facilitate clean up.
<b>Methods and materials for containment and cleaning up</b>	Stop the flow of material, if this is without risk. Prevent direct entry into waterways and sewers. Following product recovery, flush area with water if necessary. For waste disposal, see section 13 of the SDS.
<b>Environmental precautions</b>	Avoid direct release into waterways and sewers.

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### 7. Handling and Storage

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<b>Precautions for safe handling</b>	Use care in handling/storage. Avoid breathing dust.
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Conditions for safe storage, including any incompatibilities

Store in original tightly closed container. Store away from incompatible materials, i.e, strong oxidizing agents (see Section 10)

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### 8. Exposure Controls/Personal Protection

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Occupational exposure limits	No exposure limits noted for ingredient(s).
Biological limit values	No biological exposure limits noted for the ingredient(s).
Appropriate engineering controls	<p>TWA PEL: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, OSHA (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates Not Otherwise Regulated (PNOR): 5mg/cu.m. Respirable Dust 8-Hour TWA PEL, 15mg/cu.m. Total Dust 8-Hour TWA PEL.</p> <p>TWA TLV: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, ACGIH (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates (insolubles) Not Otherwise Classified (PNOC): 10mg/cu.m. Inhalable Particulate 8-Hours TWA TLV, 3mg/cu.m. Respirable Particulate TWA TLV.</p> <p>Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits.</p>
Individual protection measures, such as personal protective equipment	
Eye/face protection	Safety glasses if eye contact is possible.
Skin protection	
Hand protection	If there is constant skin contact, rubber gloves are recommended.
Other	Wear suitable protective clothing.
Respiratory protection	No personal respiratory protective equipment normally required.
Thermal hazards	Not applicable.
General hygiene considerations	Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment.

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### 9. Physical and Chemical Properties

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Appearance	Crystalline.
Physical state	Solid.
Form	Solid.
Color	Varies
Odor	Odorless
Odor threshold	Not applicable
pH	6 - 8 (Neutral)
Melting point/freezing point	Not applicable
Initial boiling point and boiling range	Not applicable
Pour point	Not applicable
Specific gravity	Not applicable
Partition coefficient (n-octanol/water)	Not applicable
Flash point	Not applicable
Evaporation rate	Not applicable
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not applicable
Flammability limit - upper (%)	Not applicable
Explosive limit - lower (%)	Not applicable
Explosive limit - upper (%)	Not applicable
Vapor pressure	Not applicable
Vapor density	Not applicable
Relative density	Not applicable
Solubility(ies)	Not available.
Auto-ignition temperature	Not applicable

Decomposition temperature	Not applicable
Viscosity	Not applicable

### 10. Stability and Reactivity

Reactivity	None known.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Chemical stability	Material is stable under normal conditions.
Conditions to avoid	Contact with incompatible materials, i.e strong oxidizing agents.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	Chlorine gas. Hydrogen chloride. Oxides of sodium.

### 11. Toxicological Information

#### Information on likely routes of exposure

Ingestion	Expected to be a low ingestion hazard.
Inhalation	No adverse effects due to inhalation are expected.
Skin contact	No adverse effects due to skin contact are expected.
Eye contact	Direct contact with eyes may cause temporary irritation.

Symptoms related to the physical, chemical and toxicological characteristics  
Direct contact with eyes may cause temporary irritation.

#### Information on toxicological effects

Acute toxicity Not classified.

Product	Species	Test Results
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Salt (CAS Mixture)

Acute

Inhalation

LC50

Rat

21 mg/L, estimated

Skin corrosion/irritation Prolonged skin contact may cause temporary irritation.

Exposure minutes Not available.

Erythema value Not available.

Oedema value Not available.

Serious eye damage/eye irritation Direct contact with eyes may cause temporary irritation.

Corneal opacity value Not available.

Iris lesion value Not available.

Conjunctival reddening value Not available.

Conjunctival oedema value Not available.

Recover days Not available.

#### Respiratory or skin sensitization

Respiratory sensitization Not available.

Skin sensitization This product is not expected to cause skin sensitization.

Germ cell mutagenicity No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Mutagenicity No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Carcinogenicity This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

Reproductive toxicity This product is not expected to cause reproductive or developmental effects.

Teratogenicity Not classified.

Specific target organ toxicity - single exposure Not classified.

Specific target organ toxicity - repeated exposure Not classified.

Aspiration hazard Not classified.

Chronic effects	Not classified.
Further information	This product has no known adverse effect on human health.
Name of Toxicologically Synergistic Products	Not available.

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## 12. Ecological Information

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Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Mobility in general	Not available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

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## 13. Disposal Considerations

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Disposal instructions	Collect and reclaim or dispose in sealed containers in accordance with applicable regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

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## 14. Transport Information

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U.S. Department of Transportation (DOT)	Not regulated as dangerous goods.
Transportation of Dangerous Goods (TDG - Canada)	Not regulated as dangerous goods.

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## 15. Regulatory Information

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Canadian federal regulations	This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the SDS contains all the information required by the Controlled Products Regulations.
WHMIS status	Not Controlled
US federal regulations	
TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)	Not regulated.
CERCLA Hazardous Substance List (40 CFR 302.4)	Not listed.
Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)	Not regulated.
Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List	Not regulated.
Superfund Amendments and Reauthorization Act of 1986 (SARA)	
Hazard categories	Immediate Hazard - No Delayed Hazard - No Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No
SARA 302 Extremely hazardous substance	No
SARA 311/312 Hazardous chemical	No
SARA 313 (TRI reporting)	Not regulated.

**Other federal regulations**

**Safe Drinking Water Act (SDWA)** Not regulated.  
**Food and Drug Administration (FDA)** Not regulated.

**US state regulations**

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

**US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance**

Not listed.

**US. Massachusetts RTK - Substance List**

Not regulated.

**US. Pennsylvania RTK - Hazardous Substances**

Not regulated.

**US. Rhode Island RTK**

Not regulated.

**Inventory status**

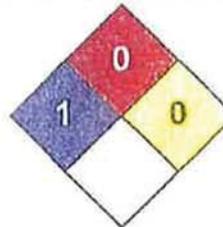
Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

\*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

**16. Other Information**

LEGEND	
Severe	4
Serious	3
Moderate	2
Slight	1
Minimal	0

HEALTH	/ 1
FLAMMABILITY	0
PHYSICAL HAZARD	0
PERSONAL PROTECTION	X



**Disclaimer**

The information in the sheet was written based on the best knowledge and experience currently available. Information contained herein was obtained from sources considered technically accurate and reliable. While every effort has been made to ensure full disclosure of product hazards, in some cases data is not available and is so stated. Since conditions of actual product use are beyond control of the supplier, it is assumed that users of this material have been fully trained according to the requirements of all applicable legislation and regulatory instruments. No warranty, expressed or implied, is made and supplier will not be liable for any losses, injuries or consequential damages which may result from the use of or reliance on any information contained in this document.

**Issue date** 28-September-2015

**Effective date** 01-August-2014

**Expiry date** 01-August-2017

**Further information** Not available.

**Prepared by** Dell Tech Laboratories, Ltd. Phone: (519) 858-5021

**Other information** This Safety Data Sheet was prepared to comply with the current OSHA Hazard Communication Standard (HCS) adoption of the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). This SDS conforms to the ANSI Z400.1/Z129.1-2010 Standard.

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH NJ RYAN TREE & LANDSCAPE SERVICE, LLC TO CONDUCT THE 2021 VILLAGE-WIDE SPRING AND FALL BRUSH COLLECTION PROGRAM IN AN AMOUNT NOT TO EXCEED \$31,200.00**

**AGENDA NO.**  
5h.

**AGENDA DATE:**  
04/26/21

**STAFF REVIEW:** AJ Passero, Public Works Foreman

SIGNATURE: \_\_\_\_\_

**LEGAL REVIEW:** Tom Bastian, Village Attorney

SIGNATURE: \_\_\_\_\_

**RECOMMENDED BY:** Brian Pabst, Village Administrator

SIGNATURE: \_\_\_\_\_

**REVIEWED & APPROVED BY COMMITTEE:**      YES     NO     N/A

**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

This past Fall, the Village’s tree contractor, NJ Ryan Tree & Landscape, LLC, completed the Village-wide brush collection program. The program included a curb-side collection of piled brush throughout the town with the resulting wood chips hauled away. The program is intended for regular annual tree maintenance purposes and not for residential lot-clearing activities. The program was completed on time and without incident, and the Village also received several compliments from residents commenting on the contractor's excellent site clean-up practices.

The Spring and Fall 2021 program will also consist of a curb-side chipping program. N.J. Ryan Tree & Landscape, LLC. has offered a proposal to complete the program at the same price supplied for the 2020 and 2019 programs. In the past, staff has attempted to solicit bids from other local landscape maintenance contractors; however, they have been largely unresponsive, likely since they have been unable to come in lower than N.J. Ryan’s price.

**STAFF RECOMMENDATION**

The cost of the spring and fall brush collection program would be \$15,600 for each event. This includes two (2) chipping crews working 40 hours each to complete the collection. The FY 2021/22 budget includes the funding to conduct both the spring and fall brush collection programs:

<u>FUND</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>BUDGET</u>
PW – Street Maint.	01-35-755-284	Brush Pick-Up	\$35,000

This item was presented to the Municipal Services Committee on March 22, 2021, and it was recommended for Village Board consideration. If approved by the Village Board a postcard mailer will be sent to all single-family properties along with the notification on our Village website, social media, and Channel 6. The spring brush collection program is tentatively planned for the week of May 17<sup>th</sup>– 21<sup>st</sup>, 2021 and the fall program is planned for the week of October 4<sup>th</sup>– 8<sup>th</sup>, 2021.

**ACTION PROPOSED:** Adopt Resolution.

**RESOLUTION NO. 21-R-\_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH NJ RYAN TREE & LANDSCAPE SERVICE, LLC TO CONDUCT THE 2021 VILLAGE-WIDE SPRING AND FALL BRUSH COLLECTION PROGRAM IN AN AMOUNT NOT TO EXCEED \$31,200.00**

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**WHEREAS**, the Village of Willowbrook (“Village”) received a proposal for the “Spring and Fall 2021” Village-Wide Brush Collection Program from NJ Ryan Tree and Landscape Service, LLC; and

**WHEREAS**, the proposal received by the Village from NJ Ryan Tree and Landscape Service, LLC of DeKalb, Illinois is acceptable to the Village.

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the Mayor be and is hereby authorized and directed to execute said Agreement on behalf of the Village, and the Village Clerk is directed to attest to said signature of the Mayor to the Agreement with NJ Ryan Tree & Landscape Service, LLC, at a cost of \$15,600.00 for the Spring brush pick-up and \$15,600.00 for the Fall brush pick-up, to complete the 2021 Spring and Fall Village-Wide Brush Collection Program in the Village of Willowbrook, at a total amount not to exceed of \$31,200.00 as set forth in the Agreement attached hereto as Exhibit “A”, which Agreement is hereby approved.

PASSED and APPROVED this 26<sup>th</sup> day of April, 2021 by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

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Frank A. Trilla, Mayor

ATTEST:

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Deborah A. Hahn, Village Clerk

## EXHIBIT A

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<p><b>ITEM TITLE:</b></p> <p>Receive Plan Commission Recommendation – Public Hearing Case 21-01: Receive Plan Commission Recommendation for a Special Use Permit for a Fast Food Establishment and a Special Use Permit for a Drive-Through in the B-2 Community Shopping District, including certain variations from Title 9 of the Village Code. The Applicant seeks to demolish the existing gas/service station and construct a one-story, 2,300 square foot building and drive-through with associated on- and off-site improvements. The Applicant is Hakim Yala of Panda Express, Inc., 1683 Walnut Grove Avenue, Rosemead CA 91770. The Property Owner is True North Energy, LLC, 10346 Brecksville Road, Brecksville OH 44141.</p>	<p><b>AGENDA NO.</b></p> <p>5i.</p> <p><b>AGENDA DATE:</b></p> <p><u>04/26/21</u></p>
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**STAFF REVIEW:** Ann Choi, Planning Consultant      **SIGNATURE:** 

**LEGAL REVIEW:** Tom Bastian, Village Attorney      **SIGNATURE:** \_\_\_\_\_

**RECOMMENDED BY:** Brian Pabst, Village Administrator      **SIGNATURE:** \_\_\_\_\_

**REVIEWED & APPROVED BY COMMITTEE:**      YES       NO       N/A

**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

Panda Express, Inc. (the “Applicant”), proposes to demolish the existing 2,131 square foot Shell gasoline and service station with convenience mart and is requesting approval of a special use for the construction of a 2,300 square foot Panda Express fast food restaurant with a drive-through and associated site improvements. A special use permit is requested to allow for both the fast food establishment and a proposed drive-through within the Village of Willowbrook’s B-2 Community Shopping Zoning District. The fast food establishment will include over fifty (50) interior seats and no permanent outdoor dining is proposed. The proposed single-story building is situated towards the northwest portion of the subject property and will require several variations because the proposed building will not meet required setbacks, minimum required lot area for the proposed uses, and certain landscape requirements.

The Plan Commission previously reviewed and made a recommendation at their February 3, 2021 meeting; however, the following changes to the site plan were made and required a new public hearing as the number of variations increased, and adjusted the relief for several of the previously requested variations:

1. The 75th Street curb cut has been shifted twenty to twenty-five feet (20’-25’) to the east.
2. The Route 83 curb cut has been shifted further to the south.
3. A cross access driveway has been proposed between the subject property and the property to the south (Red Roof Inn).
4. The proposed building has shifted to the east lightly (0.2 feet).
5. The interior parking spaces were reconfigured resulting in the loss of two (2) parking spaces from forty-six (46) parking spaces to forty-four (44) parking spaces.

The previous ordinances regulating this facility are as follows:

Ordinance No. 77-O-14 – Original special use ordinance establishing the use, but without specific bulk standards.  
 Ordinance No. 94-O-16 – Amended original special use to permit the construction of a second driveway on 75th Street and various site and landscaping improvements and granted several variations.

## ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

A review letter issued by IDOT on January 28, 2021 was received by planning staff on the date of the last public hearing on February 3, 2021. The IDOT review letter noted that the previously proposed driveway on Route 83 encroached within the right-of-way area in front of the Red Roof Inn property to the south. IDOT required that the Applicant provide a Lot Line Agreement with Red Roof Inn or shift the proposed Route 83 driveway to the north so that no part of the driveway, including the flares of the curb, were in the right-of-way area in front of Red Roof Inn. IDOT also noted that an existing Red Light Running (RLR) was located in the previously proposed driveway.

The Applicant has since worked on a revised site plan that includes the relocation of the Route 83 driveway further to the south to avoid impacts to the existing RLR camera. Staff has confirmed with the RLR camera vendor that the proposed location of the driveway would not require the RLR camera to be moved and that there would be no impacts to revenue for the Village. The revised site plan has been reviewed with Red Roof Inn and a Lot Line Agreement and Cross Access Easement Agreement were executed by both parties. Both agreements are currently under review by the Village attorney.

The Plan Commission recommended removing the left turn restriction at the proposed 75<sup>th</sup> Street exit to give hotel patrons using the cross access driveway between the subject property and the Red Roof Inn property the ability to turn left when exiting onto 75<sup>th</sup> Street. The Village's traffic engineer was consulted for feedback on the removal of the right-turn only restriction onto 75<sup>th</sup> Street to allow vehicles to make a right turn and a left turn onto 75<sup>th</sup> Street. The Village's traffic engineer would prefer to see the 75<sup>th</sup> Street restricted to right-turn only, but acknowledged the benefit in permitting left-turn movements out – minimizing recirculation through the roadway system to the east, reducing the potential for weaving maneuvers (a vehicle that is destined to the west on 75<sup>th</sup> Street doesn't have to exit right out onto Route 83 and cross multiple lanes to get to the left-turn lane at the signal), as well as during the Saturday midday (peak lunch) timeframe and off-peak times the westbound queue does not block the site access on 75<sup>th</sup> Street, etc. Accordingly, the Village's traffic engineer suggested that should the left-turns be permitted, a "Do Not Block" driveway sign be installed on westbound 75<sup>th</sup> Street in advance of the Panda Express, to be supplemented with pavement markings on 75<sup>th</sup> Street. The other alternative that was suggested would be to post time of day restrictions on the left-turn exiting movement, i.e., no left-turn Monday-Friday between 4 and 6 PM.

The Applicant is currently looking into these options and will resubmit a revised plan to be reviewed and approved by the Village's traffic engineer ahead of the Village Board meeting on May 10, 2021.

The Applicant also requested, and the Plan Commission supported, combining the following conditions into one agreement:

**Condition No. 18:**

Prior to issuance of a building permit, the Applicant shall enter into, and record, a cross access agreement with the property owner of 7535 Kingery Highway (Red Roof Inn) in a form to be approved by the Village Attorney.

**Condition No. 19:**

Prior to issuance of a building permit, the Applicant shall record a Plat of Easement granting cross access between the subject property and the property to the south (7535 Kingery Highway) in a form acceptable to the Village.

The Plan Commission voted unanimously 5-0 in favor of the proposed petition with the following modifications, to forward a positive recommendation to the Village Board:

1. Condition Nos. 18 and 19 can be accomplished through one agreement.
2. The Plan Commission recommends that the exit onto 75<sup>th</sup> Street should be allowed to go both directions.

**ACTION PROPOSED:** April 26, 2021: Receive Plan Commission Recommendation.



EST. 1960

# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org

## MEMORANDUM

MEMO TO: Frank A. Trilla, Mayor  
Board of Trustees

MEMO FROM: Dan Kopp, Chairman, Plan Commission

DATE: April 26, 2021

SUBJECT: **Zoning Hearing Case 21-01: 7505 Kingery Highway - Consideration of a petition requesting approval of a special use permit for a fast food establishment and a special use permit for a drive-through in the B-2 Community Shopping District, including certain variations from Title 9 of the Village Code. The Applicant seeks to demolish the existing gas/service station and construct a one-story, 2,300 square foot building and drive-through with associated on- and off-site improvements. The applicant for this petition is Hakim Yala of Panda Express, Inc., 1683 Walnut Grove Avenue, Rosemead CA 91770. The property owner is True North Energy, LLC, 10346 Brecksville Road, Brecksville OH 44141.**

At a special meeting of the Plan Commission held on April 21, 2021, the above referenced application was discussed and the following motion was made:

**MOTION:** Made by Kaucky and seconded by Wagner that based on the submitted petition and testimony presented, I move that the Plan Commission approve and adopt the Findings of Fact submitted in response to the Standards for Special Use Permits and Standards for Variations outlined in Attachments 3 and 4, respectively, of the staff report prepared for PC 21-01 for the April 21, 2021 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a special use for a fast food establishment with a drive-through, including the list of variations as outlined in the staff report prepared for PC 21-01 for the April 21, 2021 Plan Commission meeting, and as deliberated by the Plan Commission, according to the plans listed in the Staff Report for PC 21-01 for the April 21, 2021 Plan Commission meeting, and subject to the following conditions, and as modified below:

### Conditions of Approval:

1. Improvements shall be in substantial compliance with all plans described in Attachment 2 of the staff report prepared for PC 21-01 except as may be modified in response to compliance with Village Codes or conditions recommended by the Plan Commission and as approved by the Village.

### Mayor

Frank A. Trilla

### Village Clerk

Deborah Hahn

### Village Trustees

Sue Berglund

Umberto Davi

Michael Misteale

Gayle Neal

Paul Oggerino

Gregory Ruffolo

### Village Administrator

Brian Pabst

### Chief of Police

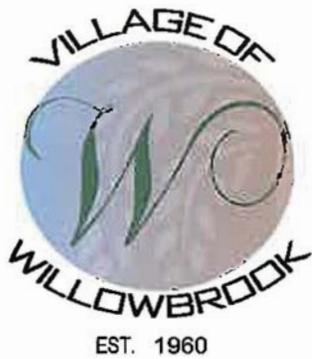
Robert Schaller

### Director of Finance

Carrie Dittman



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# Willowbrook

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2. The special use permit shall be null and void if construction for the proposed use is not commenced within eighteen (18) months of the date of any approval of the special use by the Village Board.
3. Approved signage is limited to two hundred ninety square feet (290 SF) of signage including one monument sign and four wall signs in substantial conformance with the sign package included in Attachment 2 of the staff report.
4. The Landscape Plan shall be revised, resubmitted, and approved by the Village in compliance with Village Codes prior to final zoning approval from the Village Board.
5. Plans shall be revised prior to being considered by the Village Board in compliance with the planning comments outlined in Attachment 7 of the staff report prepared for PC 21-01 for the April 21, 2021 Plan Commission meeting.
6. The trash enclosure shall be constructed to look like masonry and shall appear similar to the color and style of the building.
7. All landscaped areas shall be constructed, and landscape material installed prior to the issuance of any permanent occupancy permit for the subject realty, or such earlier time, as is reasonably practical.
8. The Red Maple tree (or any other tree proposed in that location) located to the northeast of the cross access drive shall be maintained so that its leaves and/or foliage are higher than three and five tenths feet (3.5') from grade to maintain the sight distances at the proposed access driveway on Kingery Highway and 75th Street and internal site intersections.
9. A separate sign permit shall be obtained for the proposed building signage, pursuant to the Village Code.
10. Construction on the subject realty is subject to the issuance of building permits, which shall not be authorized by the Village until the Applicant submits an executed "Traffic and Regulation Enforcement Agreement" attached hereto as Attachment 6, together with satisfactory evidence to the Village that the subject realty was conveyed by the current property owner (True North Energy LLC) to the Applicant (Panda Express, Inc.).
11. Prior to the issuance of any site/civil engineering/grading and or new building permits, the Applicant shall obtain approval of the site plan for the subject realty by the Illinois Department of Transportation (IDOT) relative to access to Route 83.
12. A permit is required from IDOT prior to any work in the IL Route 83 right of way.
13. A permit is required from the Du Page County Public Works Department for the sanitary sewer connection.
14. Prior to the start of construction, the Applicant shall file a Notice of Intent with the Illinois Environmental Protection Agency (IEPA).
15. Prior to issuance of a building permit, the Applicant shall provide the Village with a letter of No Further Remediation (NFR) from the IEPA.
16. Prior to issuance of a building permit, the Village will require a Plat of Easement to grant access to the B-Box at the building. This can be a 10-foot-wide non-exclusive easement over the water service from 75th Street to the building.
17. Prior to issuance of a building permit, the Applicant shall provide a roadway impact statement from Du Page County Department of Transportation (DuDOT) for the 75th Street driveway.

## Mayor

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Deborah Hahn

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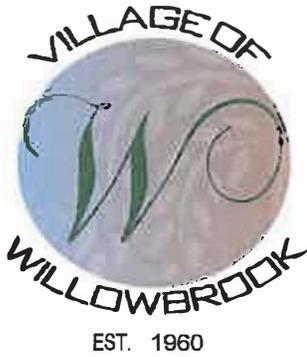
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18. Prior to issuance of a building permit, the Applicant shall enter into, and record, a cross access agreement with the property owner of 7535 Kingery Highway (Red Roof Inn) in a form to be approved by the Village Attorney.
19. Prior to issuance of a building permit, the Applicant shall record a Plat of Easement granting cross access between the subject property and the property to the south (7535 Kingery Highway) in a form acceptable to the Village.
20. All plans and documents shall be revised and resubmitted as required by Village staff and the Plan Commission as indicated in the staff report or as discussed during the April 21, 2021 meeting and approved by staff prior to being forwarded to the Village Board for final consideration.

Added by the Plan Commission at the April 21, 2021 Plan Commission meeting (public hearing):

1. Condition Nos. 18 and 19 can be accomplished through one agreement.
2. The Plan Commission recommends that the exit onto 75th Street should be allowed to go both directions.

ROLL CALL: AYES: Chairman Kopp, Vice Chairman Wagner, Commissioners Kaczmarek, Kaucy, and Walec; NAYS: None; ABSENT: Commissioner Remkus and Soukup.

MOTION DECLARED CARRIED

Should any member of the Board have any questions regarding this matter, please do not hesitate to contact me.

DK:jp



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## FINDINGS OF FACT

### 9-14-4.2: Standards for Special Use

The Plan Commission shall not recommend and the Board of Trustees shall not grant a Special Use Permit from the regulation of this title unless affirmative findings of fact shall be made as to all of the standards hereinafter set forth, which findings of fact shall be based upon evidence adduced upon the hearing held thereon, that:

- (A) **That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.**

**Finding:** Panda Express is a nationwide, experienced restaurateur that has developed many sites prior to this one. Establishment, maintenance, or operation of the proposed Panda Express Drive-Thru Restaurant will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

- (B) **That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**

**Finding:** The proposed Panda Express Drive-Thru Restaurant will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The proposed improvements made to an old site will be a major upgrade to what exists there now.

- (C) **That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.**

**Finding:** Establishment of the proposed Panda Express Drive-Thru Restaurant will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. The entire surrounding area is already developed.

- (D) **That adequate utilities, access roads, drainage and/or other necessary facilities have been or are being provided.**

**Finding:** Adequate utilities, access (drives), drainage, and/or other necessary facilities will be engineered, permitted and constructed in accordance with local requirements for the proposed Panda Express Drive-Thru Restaurant.

- (E) **That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.**

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EST. 1960

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**Finding:** Site layout, access drives, parking, signage, pavement markings and estimated drive-thru queueing were analyzed to provide ingress and egress so designed as to minimize traffic congestion in the public streets for the proposed Panda Express Drive-Thru Restaurant. Furthermore, in accordance with the ITE Trip Generation 10th Edition, traffic generated from the proposed land use will be substantially lower than existing traffic generated from the current land use.

**(F) That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.**

**Finding:** The proposed Panda Express Drive-Thru Restaurant shall conform to the applicable regulations of the "B-2" Zoning District with the exception of Variations approved by the Village Board pursuant to the recommendation of the Plan Commission.

**(G) Conditions in the area have substantially changed, and at least one year has elapsed since any denial by the Village Board of any prior application for a special use permit that would have authorized substantially the same use of all or part of the site. (Ord. 97-O-05, 1-27-1997).**

**Finding:** The proposed Panda Express Drive-Thru Restaurant has not previously been submitted for a Special Use Permit.

**FINDINGS OF FACT**

**9-14-4.5: Standards for Variations**

The Plan Commission shall not recommend and the Board of Trustees shall not grant variations from the regulation of this title unless affirmative findings of fact shall be made as to all of the standards hereinafter set forth, which findings of fact shall be based upon evidence adduced upon the hearing held thereon, that:

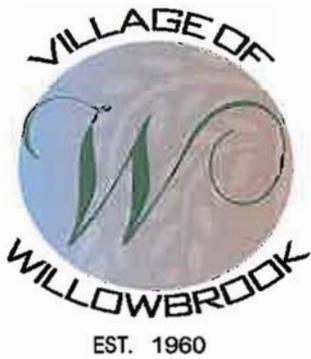
**(A) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located.**

**Finding:** The subject property for the proposed Panda Express Drive-Thru Restaurant is a substandard size lot for the B-2 district and cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located. The requested variations are needed to provide a site which has economic viability and can be operated safely with good access and parking.

**(B) The proposed variation will not merely serve as a convenience to the applicant, but will alleviate some demonstrable and unusual hardship which will result if the strict**



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**letter of the regulations were carried out and which is not generally applicable to property within the same district.**

**Finding:** The requested variations will not merely serve as a convenience for the proposed Panda Express Drive-Thru Restaurant, but rather are necessary for any business development on the existing substandard lot. The small size of this lot creates a hardship that can only be remedied with the variations requested so that a safe efficient operation can be maintained.

**(C) The alleged hardship has not been created by any person presently having a proprietary interest in the premises.**

**Finding:** The alleged hardships were not created by any person presently having a proprietary interest in the premises and proposed Panda Express Drive-Thru Restaurant. Previous Variations approved for the site under Ordinance 94-O-16 are similar to the variations being requested herein so that the site could yield a reasonable return. The size and dimensions of the lot were preexisting.

**(D) The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.**

**Finding:** Proposed Variations for the proposed Panda Express Drive-Thru Restaurant will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood as they were previously granted for the existing uses on the property with no negative impacts on surrounding property.

**(E) The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, or endanger the public safety.**

**Finding:** Proposed Variations for the proposed Panda Express Drive-Thru Restaurant will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, substantially increase the danger of fire, or endanger the public safety.

**(F) The proposed variation will not alter the essential character of the locality. (Ord. 77-O-4, 2-14-1977)**

**Finding:** Proposed Variations for the proposed Panda Express Drive-Thru Restaurant will not alter the essential character of the locality as the restaurant will conform to the existing surrounding area uses. As they were previously granted for this site so the new development is consistent with was previously existing as far as variations.

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**(G) The proposed variation is in harmony with the spirit and intent of this title. (Ord. 97-O-05, 1-27-1997)**

**Finding:** Proposed Variations for the proposed Panda Express Drive-Thru Restaurant are in harmony with the spirit and intent of Title 9 of this Code. The subject property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located. Previous variations approved for the subject site under Ordinance 94-O-16 changed the driveways also noted that a portion of the lot was taken by the widening of Route 83. Variations are necessary for development on the existing substandard lot.

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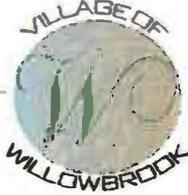
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**Village of Willowbrook**  
 Staff Report to the Village Board

**Plan Commission**

**Public Hearing Dates:** February 3, 2021 and April 21, 2021

**Village Board Receive:** April 26, 2021

**Prepared By:** Ann Choi, Village Planning Consultant

**Case Title:** Zoning Hearing Case No. 21-01: 7505 Kingery Highway Panda Express SUP

<b>Applicant:</b>	Hakim Yala Panda Express, Inc. 1683 Walnut Grove Avenue Rosemead, CA 91770	<b>Property Owner:</b>	True North Energy, LLC 10346 Brecksville Road Brecksville, OH 44141
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**Action Requested:** Consideration of a petition requesting approval of a special use permit for a fast food establishment and a special use approval for a drive-through in the B-2 Community Shopping District, including certain variations from Title 9 of the Village Code. The Applicant seeks to demolish the existing gas/service station and construct a one-story, 2,300 square foot building and drive-through with associated on- and off-site improvements.

**Applicable Regulations:** Zoning Ordinance

**Location:** 7505 Kingery Highway, Willowbrook IL 60527

**PINs:** 09-26-400-013

**Existing Zoning:** B-2 Community Shopping with a Special Use for a Gasoline Service Station

**Proposed Zoning:** B-2 Community Shopping with a Special Use for a Fast Food Establishment and Drive-through

**Existing Land Use:** Highway Commercial

**Property Size:** 1.0 acre

**Surrounding Land Use:**

	Use	Zoning
North	Willowbrook/Wingren Plaza	B-2/Special Use
South	Red Roof PLUS	B-4
East	Light Manufacturing	M-1
West	Potbelly's Restaurant	B-2/Special Use

**Necessary Action by Village Board:** Receive Plan Commission Recommendation.



## Documents Attached:

**Attachment 1:** Legal Description

**Attachment 2:** Submitted Plans

- a) **"ALTA-NSPS Land Title Survey"** – 2 sheets (Job. No. 18003769), dated 8/10/2020 and bearing the latest revision date of 4/13/2021, and prepared by Atwell Group.
- b) **"Site Layout Plan"** – 1 sheet, Sheet C04.0, Panda Project No. D7058, Atwell Project No. 18003769.01, bearing a PC Submittal date of 11/20/2020, bearing the latest PC Submittal #2 date of 03/24/2021, bearing the latest Village Plan Revision #4 date of 04/14/2021, and prepared by Atwell Group.
- c) **"Architectural Drawings"** – 5 sheets, Sheets A-202, A-200, A-201, A-101, A-300, Panda Project #: D7058, Arch. Project #: JCDT180453, bearing an issue date of 11-04-2020, bearing the latest PC Submittal date of 03-24-2020, and prepared by NORR Architects Engineers Planners.
- d) **"Proposed Sign Package"** – 17 pages, Project #: C59897, dated 12.19.2018, bearing the latest revision date of 04.08.2020, and prepared by Priority Sign.
- e) **"Final Engineering Plans"** – 22 sheets, Panda Project #: D7058, Atwell Project No. 18003769.01, bearing a PC Submittal date of 11/20/2020, bearing the latest PC Submittal #2 date of 03/24/2021, bearing the latest Village Plan Revision #4 date of 04/14/202, and prepared by Atwell Group.
- f) **"Landscape Plan"** and **"Landscape Notes and Details"** – 2 sheets, Panda Project #: D7058, Atwell Project No. 18003769.01, bearing a PC Submittal date of 11/20/2020, bearing the latest PC Submittal #2 date of 03/24/2021, bearing the latest Village Plan Revision #4 date of 04/14/202, and prepared by Atwell Group.
- g) **"Engineer's Opinion of Probable Construction Cost"** – 3 pages, dated 11/20/2020, and prepared by Atwell Group.
- h) **"Site Traffic Study"** – 11 pages, dated January 5, 2020 and prepared by Atwell Group.
- i) **"Traffic Turn Analysis"** – 1 sheet, Sheet EX-01, Panda Project #: D7058, Atwell Project No. 18003769.01, bearing a PC Submittal date of 11/20/2020, bearing the latest PC Submittal #2 date of 03/24/2021, bearing the latest IDOT Plan Revision #1 date of 04/09/202.
- j) **"Traffic Plan"** – 1 sheet, Sheet EX-02, Panda Project #: D7058, Atwell Project No. 18003769.01, bearing a PC Submittal date of 11/20/2020, Village Plan Revision #4 date of 04/14/202, and prepared by Atwell Group.
- k) **"Photometric Plan"** – 1 sheet, dated 3/29/2021, and prepared by Villa Lighting.
- l) **"Construction Schedule"** – 1 page, dated 4/8/2021, and prepared by Atwell Group.

**Attachment 3:** Standards for Special Use Permits

**Attachment 4:** Standards for Variations

**Attachment 5:** Public Hearing Notice

**Attachment 6:** Traffic Regulation Agreement – 11 pages, resubmitted by Atwell Group on 01/19/2021

**Attachment 7:** Village of Willowbrook Review Letter(s) and Responses

**Attachment 8:** IDOT Review Letter(s)



## Background

### Description of Site

The subject property is located at the southeast corner of Illinois (IL) Route 83/Kingery Highway and 75th Street, just south of Willowbrook/Wingren Plaza shopping center and east of the Potbelly's restaurant. The subject property is currently located in the B-2 Community Shopping Zoning District, is adjacent to the north, northwest and west by properties also located in the B-2 Community Shopping Zoning District and is immediately adjacent to property located in the B-4 Highway and Service Business District to the south and the M-1 Light Manufacturing District to the east. The one-acre property is regular in shape and is currently served by three existing driveways.

Exhibit 1: Map View of the Subject Property

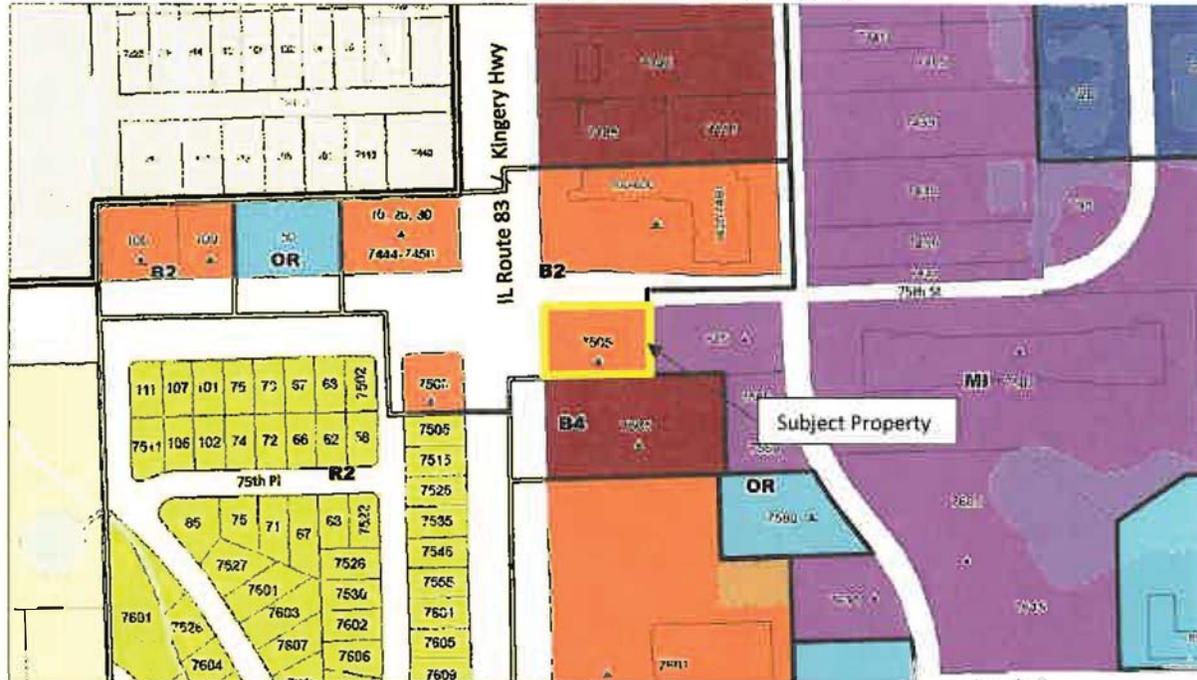


### Surrounding Uses

Surrounding zoning and uses include a shopping center (Willowbrook Plaza Shopping Center) including a Club Champion, Orange Theory Fitness, Fedex Print and Ship Center, Kabob-Q restaurant, nail salons, and associated parking lots in the B-2 zoning district to the north, a hotel (Red Roof Inn) and associated parking lot in the B-4 zoning district to the south, a fast-casual restaurant (Potbelly's) in the B-2 zoning district to the west, and manufacturing/sales uses in the M-1 zoning district to the east. The Village of Willowbrook's Comprehensive Plan designates the site for "Highway Commercial" uses, which corresponds to the B-2 Community Shopping Zoning District.



Exhibit 2: Zoning Map (B-2 Community Shopping)



### Existing Streets and Circulation

Illinois Route 83/Kingery Highway is designated as a Regional Arterial and forms the western boundary of the site with a required right-of-way width of 200 feet. A right-in/right-out access drive on IL Route 83 is located approximately 100 feet south of 75<sup>th</sup> Street. The access drive provides one inbound lane and one outbound lane restricted to right-turn movements by the median on IL Route 83.

75<sup>th</sup> Street is designated as a Major Arterial west of IL Route 83 and is designated as an Industrial Collector east of IL Route 83. 75<sup>th</sup> Street forms the northern boundary of the subject property with a required right-of-way width of 60 feet. There are two access drives on 75<sup>th</sup> Street, with the westernmost access drive allowing right-in only into the subject property. The current easternmost access drive allows full movement access on 75<sup>th</sup> Street.

### History

#### Prior Zoning Request

The previous ordinances regulating this facility are as follows:

- Ordinance No. 77-O-14 – Original special use ordinance establishing the use, but without specific bulk standards.
- Ordinance No. 94-O-16 – Amended original special use to permit the construction of a second driveway on 75<sup>th</sup> Street and various site and landscaping improvements and granted the following variations:



1. That Section 9-3-7(A)1 of the Village Code of the Village of Willowbrook establishing a minimum required setback on Illinois Route 83 be varied by reducing same from one hundred feet (100') to five feet, four inches (5'4") for the existing overhead canopy, to fifteen feet (15') for the existing gasoline pump dispenser islands, and to fifty-eight feet (58') for the existing service station building.
2. That Section 9-6-1(A) of the Village Code of the Village of Willowbrook establishing the minimum lot area for two or more uses on a lot be varied by reducing same from two (2) acres to one (1) acre.
3. That Section 9-6B-3(A) of the Village Code of the Village of Willowbrook establishing minimum lot area be varied by reducing same from two (2) acres to one (1) acre.
4. That Section 9-6B-3(E)1 of the Village Code of the Village of Willowbrook establishing front yard setbacks be varied by reducing same for the existing canopy from sixty feet (60') to five feet, four inches (5'4"), for the existing gasoline pump dispenser islands from sixty feet (60') to fifteen feet (15'), and for the existing service station building from sixty feet (60') to fifty-eight feet (58').
5. That Section 9-6B-3(E)3 of the Village Code of the Village of Willowbrook establishing exterior side yard setbacks be varied by reducing same from sixty feet (60') to forty-three feet (43').
6. That Section 9-10-5(G) of the Village Code of the Village of Willowbrook establishing parking area setbacks within required yards, be varied by reducing same from fifteen feet (15') to zero (0) setback for the front yard impervious surface setback, and from fifteen feet (15') to ten feet (10') for the exterior side yard setback.
7. That Section 9-10-5(I)2(b) of the Village Code of the Village of Willowbrook establishing parking area pavement improvements be varied to permit a substitution from the required all-weather hard surface pavement improvement for all parking areas within a non-residential district to a gravel surface for the screened vehicle storage area.
8. That Section 9-10-5(I)2(c) of the Village Code of the Village of Willowbrook establishing required parking area improvements be varied to permit a substitution for the required concrete barrier curb and gutter for all parking areas within a non-residential district to permit individual wheel stops for the southern parking area.
9. That Section 9-10-5(L)2(b)2(a) of the Village Code of the Village of Willowbrook establishing required minimum access driveway curb radius be varied by reducing same from thirty feet (30') to fifteen feet (15').
10. That Section 9-10-5(L)2(b)2(b) of the Village Code of the Village of Willowbrook establishing required minimum access driveway inside curb radius be varied by reducing same from twenty-five feet (25') to ten feet (10').
11. That Section 9-10-5(I)2(b) of the Village Code of the Village of Willowbrook establishing parking area pavement improvements be varied to permit a substitution from the required all-weather hard surface pavement improvement for all parking areas within a non-residential district to a gravel surface for the screened vehicle storage area.
12. That Section 9-10-5(I)2(c) of the Village Code of the Village of Willowbrook establishing required parking area improvements be varied to permit a substitution for the required concrete barrier curb and gutter for all parking areas within a non-residential district to permit individual wheel stops for the southern parking area.
13. That Section 9-10-5(L)2(b)2(a) of the Village Code of the Village of Willowbrook establishing required minimum access driveway curb radius be varied by reducing same from thirty feet (30') to fifteen feet (15').
14. That Section 9-10-5(L)2(b)2(b) of the Village Code of the Village of Willowbrook establishing required minimum access driveway inside curb radius be varied by reducing same from twenty-five feet (25') to ten feet (10').



## Overview

### Development Proposal

The subject property is currently occupied by a single building that houses a Shell gasoline and service station and a convenience mart, including a detached canopy covering four existing gasoline pump dispenser islands. The subject property likely contains contaminants due to the existing use. The current property owner, True North Energy, LLC, will be responsible for securing a No Further Remediation (NFR) letter from the Illinois Environmental Protection Agency (IEPA).

Panda Express, Inc. (the "Applicant"), proposes to demolish the existing 2,131 square foot Shell gasoline and service station with convenience mart and is requesting approval of a special use for the construction of a 2,300 square foot Panda Express fast food restaurant with a drive-through and associated site improvements. A special use permit is requested to allow for both the fast food establishment and a proposed drive-through within the Village of Willowbrook's B-2 Community Shopping Zoning District. The fast food establishment will include over fifty (50) interior seats and no permanent outdoor dining is proposed. The proposed single-story building is situated towards the northwest portion of the subject property and will require several variations because the proposed building will not meet required setbacks, minimum required lot area for the proposed uses, and certain landscape requirements.

### Requested Action

Approval of a special use permit within the B-2 Community Shopping District zoning classification for a fast food establishment and a special use permit for a drive-through in the B-2 Community Shopping District, including the following variations from Title 9 of the Village Code. The Applicant seeks to demolish the existing gas/service station and construct a one-story building and drive-through with associated on- and off-site improvements.

### Requested Variations

The proposed improvements for the use include the variations listed below.

1. A variation from Section 9-3-3(C) to decrease the minimum lot area for two (2) or more special uses from two acres (2 AC) to one acre (1 AC).
2. A variation from Section 9-3-7(A)1 to decrease the minimum special setback on Illinois Route 83 from one hundred feet (100') to fifty and two tenths feet (50.2') for the proposed building, to fifty-six and six tenths feet (56.6') for the proposed menu board, and to sixty-two and four tenths feet (62.4') to the order canopy.
3. A variation from Section 9-6-1(A) to decrease the minimum lot area for two (2) or more special uses (fast food establishment and drive-through) from two acres (2 AC) to one acre (1 AC).
4. A variation from Section 9-6B-3(A) to decrease the minimum lot area for all uses from two acres (2 AC) to one acre (1 AC).
5. A variation from Section 9-6B-3(C)1 to decrease the minimum lot width of 200 feet for restaurants from two hundred feet (200') to one hundred seventy feet (170').
6. A variation from Section 9-6B-3(E)1 to decrease the minimum front yard setback on Illinois Route 83 from sixty feet (60') to fifty and two tenths feet (50.2') for the proposed building, and to fifty-six and six tenths feet (56.6') for the proposed menu board.
7. A variation from Section 9-6B-3(E)3 to decrease the minimum exterior side yard setback on 75th Street from sixty feet (60') to forty-three and four tenths feet (43.4') for the proposed building, to twenty-five feet (25') to the order canopy, and to thirty-two and seven tenths feet (32.7') for the proposed menu board.
8. A variation from Section 9-10-5(L)2(b)2(a) to decrease the radius connecting street pavement edge and driveway edge on 75th street from thirty-five feet (35') to twenty-five feet (25').



9. A variation from Section 9-10-5(G) to decrease the minimum required interior side yard parking area setback from ten feet (10') to one foot (1') along the south lot line (southern portion of the Route 83 driveway).
10. A variation from Section 9-10-5(L)2(d) to decrease the driveway location on lots for all uses other than single-family residential from seventy feet (70') to sixteen and six tenths feet (16.6') on Illinois Route 83 and to forty-six and eight tenths feet (46.8') on 75th Street.
11. A variation from Section 9-10-5(L)2(e) to decrease the minimum spacing between separate driveway entrances from four hundred feet (400') to three hundred three and nine tenths feet (303.9') between the Illinois Route 83 driveway and the driveway to the south, and to approximately one hundred forty-five and eight tenths feet (145.8') between the 75th Street driveway and the driveway to the east.
12. A variation from Section 9-10-5(L)2(f) to decrease the minimum spacing between driveway entrance and right-of-way of an adjacent intersecting street from five hundred feet (500') to one hundred two and four tenths feet (102.4') on Illinois Route 83 and to one hundred sixty-nine and five tenths feet (169.5') on 75th Street.
13. A variation from Section 9-10-5(L)2(g) to eliminate the requirement of a concrete median separation and to reduce the driveway storage from one hundred feet (100') to zero feet on Illinois Route 83 and 75th Street.
14. A variation from Section 9-14-2(D)2(c)4 to decrease the minimum foundation landscape area from seven feet (7') to three and eight tenths feet (3.8') along the southern façade, to five and two tenths feet (5.2') along the northern portion of the eastern building façade and from seven feet (7') to zero feet along the western building façade and remaining portion of the eastern building façade.

While it appears that there are a number of variations, staff met with the developer early in the process to discuss the requested variations, and it should be noted that five (5) of the fourteen (14) of the requested variations are due to existing conditions such as lot width and existing driveway locations. A more detailed description of the variations is outlined below.

## Staff Analysis

### Access, Circulation and Parking/Loading

A Site Traffic Study and a Truck Turn Analysis were submitted, and planning staff supplied review letters which include the Village traffic consultant's comments as part of **Attachment 7** for the Plan Commission's review. The subject property is currently accessed from both IL Route 83/Kingery Highway and 75th Street. The Panda Express site layout proposes constructing new access driveways in the approximate location of the existing access driveways, with the exception of the westernmost right-in only site access drive on 75<sup>th</sup> Street which will be closed off and curbed. The access on 75th Street will be a full movement for inbound traffic and limited to a right-out only. The proposed access on IL Route 83/Kingery Highway will remain to be a right-in/right-out access.

The single-lane drive-through has a counter-clockwise rotation around the proposed building and offers a second by-pass lane after patrons submit their orders at the menu board. The proposed fast food establishment can be accessed via the driveway on IL Route 83/Kingery Highway for northbound travelers. Vehicles will enter from this driveway and proceed along the south edge of the site, past a row of surface parking spaces. Vehicles will make two left turns after driving past the proposed building to enter the drive-through. The approach from the 75<sup>th</sup> Street driveway also has a counter-clockwise rotation where vehicles will make an immediate right to proceed directly into the drive-through lane.

According to the Traffic Plan, the proposed site layout is designed to provide a total storage length of seven (7) vehicles for the drive-through window queue, with placement of the menu/order board at the third car.



Furthermore, two (2) drive-through parking pick up spaces are proposed to help reduce drive-through queuing as needed during peak business hours.

Data was collected from three (3) similar nearby Panda Express drive-through restaurants and includes seven (7) consecutive days of drive-through transaction counts, divided into 30-minute time spans. The traffic study indicates there is an average service time of five (5) minutes starting with the food order at the menu board and ending with food pickup at the drive-through window.

Parking for restaurants is based on gross square footage. A 2,300 square foot restaurant requires twenty-three (23) parking spaces, or 1 space for every 100 square feet of gross floor area. The facility is providing forty-four (44) parking spaces which exceeds the requirement and will be useful in servicing the additional seasonal outdoor seating as well, which is currently not proposed and not technically included in the parking requirement. The proposed fast food establishment is below the threshold of 5,001 square feet to trigger the requirement of providing a loading berth.

#### **Lot Line Agreement, Cross Access with Red Roof Inn, and existing RLR Camera**

A review letter issued by IDOT on January 28, 2021 was received by Village planning staff on February 3, 2021 and is included as **Attachment 8** of the staff report. IDOT noted that the previously proposed driveway/curb cut on IL Route 83 encroached within the right-of-way area in front of the Red Roof Inn property to the south (7535 Kingery Highway). (This previously proposed driveway/curb cut was recommended for approval by the Plan Commission at their February 3, 2021 meeting.) IDOT required that the Applicant provide a Lot Line Agreement with Red Roof Inn or shift the proposed driveway on IL Route 83 to the north so that any part of the proposed driveway, including the flares of the curbs, are completely out of the right-of-way area in front of Red Roof Inn. IDOT also noted that an RLR (Red Light Running) camera was located in the previously proposed driveway on IL Route 83.

The Applicant provided a revised site plan that included changes to the IL Route 83 driveway that was shifted further to the south to avoid impacts to the existing RLR camera. Village staff confirmed with the RLR camera vendor that the proposed location of the driveway would not require the RLR camera to be moved and there will be no impacts to revenue for Willowbrook. The Applicant has indicated that the revised site plan was reviewed with Red Roof Inn. Red Roof Inn appears to be agreeable with the Lot Line Agreement and the IL Route 83 driveway encroachment in the right-of-way but requested that cross access be established between the two properties to alleviate some internal traffic issues within the Red Roof Inn property.

Currently, Red Roof Inn's only vehicular access from IL Route 83 is via the Target property to the south. Cross access between the Red Roof Inn property and the subject property would provide to the patrons of Red Roof Inn direct access to 75<sup>th</sup> Street. (For Red Roof Inn patrons wishing to travel westbound on 75<sup>th</sup> Street, this would require vehicles to cross into the Target property to the south, make a right-turn onto IL Route 83 and then make an immediate and dangerous maneuver into the left-turn lanes by crossing two lanes of traffic on IL Route 83 to make that left-turn onto 75<sup>th</sup> Street.) The cross access drive would act as a "frontage road" along the west side of the subject property and the Red Roof Inn property and would help to minimize impacts and conflicts on the adjacent roadway network. The response from Red Roof Inn appears to have been positive and it appears as if full cooperation will be achieved. Planning staff has required that as part of the special use permit approval, the Applicant shall enter into, and record, a cross access agreement with the property owner of 7535 Kingery Highway (Red Roof Inn) in a form to be approved by the Village Attorney. In addition, prior to issuance of a building permit, the Applicant shall record Plat of Easement granting cross access between the subject property and the property to the south (7535 Kingery Highway) in a form acceptable to the Village. Both requirements are included as conditions of approval for the special use permit.



### Appropriateness of Use

The property is zoned B-2 Community Shopping District, which lists fast food establishments as a special use and allows a drive-through for permitted uses by special use approval. The introduction of this use on this property will demolish an aging building and the proposed fast food establishment will benefit from a location that is easily accessible by motorists as well as students and visitors to Hinsdale South High School, which is nearby.

### Building Elevations

The Applicant has submitted building elevations as shown in **Attachment 2**. The proposed fast food establishment provides variations in the choice of building materials and introduces a sufficient number of breaks in the façade with material changes and variations of the roof line. Proposed building materials include a combination of brick, stone, EIFS and metal. Glass windows are provided on each elevation to allow natural light to filter into the building and provide street views for its patrons. Furthermore, the proposed building elevations will conform to the General Conditions of the Business Districts under Section 9-6-1(E) Building Façade Materials. Since the submitted building elevations were only drawn in black and white, colored perspective renderings are included in the architectural elevations and included as **Exhibit 3** below and **Attachment 2** of the staff report.

**Exhibit 3** Perspective Rendering (East and South Elevations Facing Parking)



### Zoning Bulk Requirements

**Setbacks:** The Applicant is requesting three variations from the setback requirements of the Zoning Ordinance. The property is zoned B-2 (with a special use). A detailed discussion of specific setbacks and important bulk exceptions and variations for the proposed project is provided in **Exhibit 4** and **Exhibit 5** shown below and on the following page. As previously discussed in the History section of this report, the subject property is further governed by Ordinance No. 94-O-16, which provided significant zoning relief from the specific setbacks and B-2 bulk regulations. Staff also considered the reduced setbacks of adjoining properties and the Village's history of allowing reduced setbacks in similar instances.



**Exhibit 4: Specific Setbacks Compliance Table**

Specific Setbacks				
Item	Code Section or Ordinance	Code Requirement	Proposed	Departure
Route 83 Setback	9-3-7(A)1	100'	50.2' (Building) 56.6' (Menu Board) 62.4' (Order Canopy)	Yes
	94-0-16 Sect. 3		5' 4" for existing overhead canopy 15' for existing gasoline pump dispenser islands 58' existing service station building	

It should be noted that relief is requested from the one hundred foot (100') specific setback and the sixty foot (60') front yard setback on Illinois Route 83 for the proposed building, menu board, and order canopy which encroaches into the front and exterior side yards. Staff recommends approval of these variations since similar variations were granted through Ordinance No. 94-0-16 for the existing service station building.

**Exhibit 5: B-2 Zoning District Compliance Table**

B-2 Zoning District Bulk Regulations				
Min. Lot Area	9-6B-3(A) 94-0-16 Sect. 5	2 acres 1.0 acre	1.0 acre	Yes
Min. District Area	9-6B-3(B)	2 or more acres	N/A	
Min. Lot Width	9-6B-3(C)1 94-0-16 Sect. 6	200' 170'	170' See 9-3-12	Yes (Existing Condition)
Min. Lot Depth	9-6B-3(D)	200'	256.24'	None
Min. Front Yard Setback (Kingery Hwy)	9-6B-3(E)1 94-0-16 Sect. 7	60' 5' 4" (overhead canopy) 15' (gas pump) 58' (service station)	50.2' (Building) 56.6' (Menu Board)	Yes
Min. Interior Side Yard Setback (south lot line)	9-6B-3(E)2	30'	61.9'	None
Min. Exterior Side Yard Setback (75 <sup>th</sup> St)	9-6B-3(E)3 94-0-16 Sect. 8	60' 43'	43.4' (Building) 25.0' (Order Canopy) 32.7' (Menu Board)	Yes
Min. Rear Yard Setback (east lot line)	9-6B-3(E)4	40'	161.6'	None
Min. Transition Yard	9-6B-3(E)5		N/A	
Max. Lot Coverage	9-6B-3(F)	50%	6% (2,607 SF)	None
Max. Height	9-6B-3(G)	30'	23'	None
Max. Floor Area Ratio	9-6B-3(H)	0.30	0.06 (2,607 SF/43,561 SF)	None

**Lot Dimensions:** The subject property has a minimum lot area of approximately 43,561 square feet, or 1.0 acre. The subject property has a lot width of one hundred seventy feet (170') and a lot depth of two hundred



fifty-six feet (256'). A variation for reduced lot width requested and granted under Ordinance No. 94-O-16. However, Staff is including a variation request for reduced lot width as part of this new special use petition.

**Building Height:** The maximum height of a building in the B-2 Zoning District is thirty feet (30'). The proposed building height for the fast food establishment is twenty-three feet (23') and is therefore in compliance with the Zoning Ordinance.

**Density and Coverage:** The maximum lot coverage (building coverage) in the B-2 Zoning District is 50% per Section 9-6B-3(F). The proposed building has a building footprint of approximately 2,300 square feet. On a one-acre lot, the building coverage is approximately 6% and is below the maximum 50% threshold. As a one-story building, the floor area ratio (FAR) is approximately 0.06, which is below the minimum required 0.30 FAR. Both the requirements for lot coverage and FAR have been satisfied.

#### **Parking & Loading**

The proposed site layout will provide a total of forty-four (44) parking spaces, including two (2) accessible spaces, located along the east and south lot lines, east of the proposed building and within the interior of the subject property. There will also be two (2) dedicated drive-through pick-up spaces located to the southeast of the building to help reduce drive-through queueing as needed during peak business hours. There are no loading berths proposed as the Zoning Ordinance does not require any for structures that have a gross floor area of 5,000 square feet or below.

#### **Parking Area/Pavement Setbacks**

Parking area/pavement setbacks are regulated in the Parking Section of the Zoning Ordinance. A twenty-five foot (25') parking area setback is required along the Illinois Route 83 frontage, a fifteen-foot (15') parking area setback is required along the 75<sup>th</sup> Street frontage, and a 10-foot (10') setback is required along the interior side and rear lot lines. The proposed site plan is requesting a variation from Section 9-10-5(G) to decrease the minimum required interior side yard parking area setback along the southwest portion of the IL Route 83 driveway at the southwest portion of the subject property. All other parking area setbacks/pavement setbacks comply with the requirements required by the Village Code.

#### **Contamination Issues**

The Applicant has a purchase agreement in place with the current property owner/seller (True North Energy, LLC) for the property that includes an addendum outlining the removal procedure for the contaminants. This agreement states a No Further Remediation (NFR) letter from the Illinois Environmental Protection Agency (IEPA) is the responsibility of the current property owner/seller; therefore, the purchase of the property is contingent on the current property owner/seller to obtain the NFR letter from the IEPA (that is acceptable to the Applicant for its intended use of the property). The Village is agreeable to this and has added a condition of approval that the NFR letter will be required prior to the issuance of a building permit.

#### **Stormwater Management**

An abbreviated Stormwater Submittal was provided to the Village. The Village Engineer confirmed the findings of the study stating that the subject property does not contain floodplain or wetlands, and the development does not reach the net new impervious thresholds to trigger Best Management Practices or Detention. The Village Engineer has reviewed the engineering for stormwater compliance and identified no issues.

#### **Trash Enclosure**

The Applicant is proposing a six-foot (6') height trash enclosure on the southeast portion of the site lot, to the east side of the building, where the open side of the enclosure is oriented so that, to the greatest extent



possible, it does not face towards an abutting property or street. A black and white trash enclosure plan and details were provided by the Applicant. Per Section 9-12-11 of the Village Code, the trash enclosure must be constructed to look like masonry and shall appear to the color and style of the building. Staff recommends that this be included as a condition for the Plan Commission's future recommendation to the Village Board.

### Site Lighting

The Village Engineer's March 25, 2021 memo states that site lighting is in general compliance with Village Code and standard engineering methods. Please note that the Village reserves the right to require glare shields to be installed, should it deem appropriate.

### Landscaping

The modifications to the site are an improvement over the existing conditions. Additional foundation, interior parking lot, and perimeter landscape areas will improve circulation and safety, and are an engineering asset since it means that no additional stormwater improvements are required. A significant amount of new landscaping is being provided site wide. The proposed Landscape Plan is shown in **Attachment 2**. Staff anticipates that only minor changes will be required as the proposed development appears to provide sufficient landscaping, but a condition has been added to ensure that the landscape plan will address the comments in the planning review letter outlined in **Attachment 7**. There are some minor revisions that need to be included in the current landscape plan; however, staff is confident that appropriate landscaping can be achieved on the site. Therefore, staff is recommending a condition of approval that requires future approval of the landscape plan by staff prior to Village Board approval.

### Signage

The new free-standing sign on a brick base is proposed in generally the same location as the existing free-standing sign, at the northeast corner of the subject property. The proposed free-standing sign complies with the current ordinance and current configuration of the property. The sign has dimensions of 12 feet x 6'-5 7/8" feet, or a total of 36 square feet per side (72 square feet total). It will be set back a minimum of five feet (5') from the north and west lot lines, contains brick in keeping with the design of the principal structure, and will be constructed to a maximum height of twelve feet (12'). Because the proposed free-standing sign exceeds a height of eight feet (8') above average surrounding grade, the total sign surface area allowed is reduced by thirty square feet (30 SF).

Exhibit 6: Proposed Free-Standing Sign



Based on the length of the exterior side lot line and the reductions taken because of the height of the free-standing sign, a total of two hundred ninety square feet (290 SF) of signage is allowed, which covers both wall and free-standing signs. The sum of all signs shown on the plans is two hundred thirty-three and nineteen



hundredths square feet (233.19 SF). One wall sign is proposed on each of the north, east and west sides of the building as shown in the sign package. The south wall sign has 53.27 square feet of sign surface area, while the north, east and west wall signs have 36 square feet of sign surface area each. The Zoning Ordinance allows only one wall sign for each street frontage or “business site frontage”. With its corner location, the tenant is assured a total of four (4) wall signs. Staff is interpreting all four elevations as having “business site frontage”, which allows for four wall signs. A condition of approval is added that confirms no additional wall signage will be allowed as part of this approval.

**Exhibit 7: Proposed Wall Signs**



## Findings of Fact

### Standards for Special Use

Section 9-14-5(B) of the Willowbrook Zoning Ordinance establishes seven (7) standards for a Special Use Permit that must be evaluated by the Plan Commission and Village Board. Recommendations may include conditions of approval if appropriate to mitigate any negative impacts created by the special use permit. The Applicant’s responses are provided in **Attachment 3**.

### Standards for Variations

Section 9-14-4(E) of the Willowbrook Zoning Ordinance establishes seven (7) standards that must be evaluated by the Plan Commission and Village Board. Recommendations may include conditions of approval if appropriate to mitigate any negative impacts created by the variations. A list of the variation standards is provided in **Attachment 4**, along with the proposed findings to be incorporated in the Plan Commission’s recommendation and the Village Board’s ordinance if approved.

## Staff Recommendation

Generally, staff has been supportive of the demolition of the existing building on this site for a new fast food establishment with a drive through. The building meets the user’s needs, and the site improvements create an improved situation than exists today even though variations are required. The use will provide nearby dining opportunities for students and visitors to Hinsdale South High school. The special use and variations are supported. Planning staff would also recommend acceptance of the submitted written Findings of Fact in response to the Standards for Special Use Permits and Standards for Variations from the Zoning Ordinance sought, which are included as **Attachments 3 and 4** of this report. If the Plan Commission wishes to support the project, staff recommends approval of the following sample motion:



## Sample Motion

Based on the submitted petition and testimony presented, I move that the Plan Commission approve and adopt the Findings of Fact submitted in response to the Standards for Special Use Permits and Standards for Variations outlined in **Attachments 3 and 4**, respectively, of the staff report prepared for PC 21-01 for the April 21, 2021 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a special use for a fast food establishment with a drive-through, including the list of variations as outlined in the staff report prepared for PC 21-01 for the April 21, 2021 Plan Commission meeting, and as deliberated by the Plan Commission, according to the plans listed in the Staff Report for PC 21-01 for the April 21, 2021 Plan Commission meeting, and subject to the following conditions:

1. Improvements shall be in substantial compliance with all plans described in **Attachment 2** of the staff report prepared for PC 21-01 except as may be modified in response to compliance with Village Codes or conditions recommended by the Plan Commission and as approved by the Village.
2. The special use permit shall be null and void if construction for the proposed use is not commenced within eighteen (18) months of the date of any approval of the special use by the Village Board.
3. Approved signage is limited to two hundred ninety square feet (290 SF) of signage including one monument sign and four wall signs in substantial conformance with the sign package included in **Attachment 2** of the staff report.
4. The Landscape Plan shall be revised, resubmitted, and approved by the Village in compliance with Village Codes prior to final zoning approval from the Village Board.
5. Plans shall be revised prior to being considered by the Village Board in compliance with the planning comments outlined in **Attachment 7** of the staff report prepared for PC 21-01 for the April 21, 2021 Plan Commission meeting.
6. The trash enclosure shall be constructed to look like masonry and shall appear similar to the color and style of the building.
7. All landscaped areas shall be constructed, and landscape material installed prior to the issuance of any permanent occupancy permit for the subject realty, or such earlier time, as is reasonably practical.
8. The Red Maple tree (or any other tree proposed in that location) located to the northeast of the cross access drive shall be maintained so that its leaves and/or foliage are higher than three and five tenths feet (3.5') from grade to maintain the sight distances at the proposed access driveway on Kingery Highway and 75th Street and internal site intersections.
9. A separate sign permit shall be obtained for the proposed building signage, pursuant to the Village Code.
10. Construction on the subject realty is subject to the issuance of building permits, which shall not be authorized by the Village until the Applicant submits an executed "Traffic and Regulation Enforcement Agreement" attached hereto as **Attachment 6**, together with satisfactory evidence to the Village that the subject realty was conveyed by the current property owner (True North Energy LLC) to the Applicant (Panda Express, Inc.).
11. Prior to the issuance of any site/civil engineering/grading and or new building permits, the Applicant shall obtain approval of the site plan for the subject realty by the Illinois Department of Transportation (IDOT) relative to access to Route 83.
12. A permit is required from IDOT prior to any work in the IL Route 83 right of way.
13. A permit is required from the Du Page County Public Works Department for the sanitary sewer connection.
14. Prior to the start of construction, the Applicant shall file a Notice of Intent with the Illinois Environmental Protection Agency (IEPA).



15. Prior to issuance of a building permit, the Applicant shall provide the Village with a letter of No Further Remediation (NFR) from the IEPA.
16. Prior to issuance of a building permit, the Village will require a Plat of Easement to grant access to the B-Box at the building. This can be a 10-foot-wide non-exclusive easement over the water service from 75th Street to the building.
17. Prior to issuance of a building permit, the Applicant shall provide a roadway impact statement from Du Page County Department of Transportation (DuDOT) for the 75th Street driveway.
18. Prior to issuance of a building permit, the Applicant shall enter into, and record, a cross access agreement with the property owner of 7535 Kingery Highway (Red Roof Inn) in a form to be approved by the Village Attorney.
19. Prior to issuance of a building permit, the Applicant shall record a Plat of Easement granting cross access between the subject property and the property to the south (7535 Kingery Highway) in a form acceptable to the Village.
20. All plans and documents shall be revised and resubmitted as required by Village staff and the Plan Commission as indicated in the staff report or as discussed during the April 21, 2021 meeting and approved by staff prior to being forwarded to the Village Board for final consideration.

Should the Plan Commission wish to support this request, the following variations from the zoning ordinance should be specifically included:

1. A variation from Section 9-3-3(C) to decrease the minimum lot area for two (2) or more special uses from two acres (2 AC) to one acre (1 AC).
2. A variation from Section 9-3-7(A)1 to decrease the minimum special setback on Illinois Route 83 from one hundred feet (100') to fifty and two tenths feet (50.2') for the proposed building, to fifty-six and six tenths feet (56.6') for the proposed menu board, and to sixty-two and four tenths feet (62.4') to the order canopy.
3. A variation from Section 9-6-1(A) to decrease the minimum lot area for two (2) or more special uses (fast food establishment and drive-through) from two acres (2 AC) to one acre (1 AC).
4. A variation from Section 9-6B-3(A) to decrease the minimum lot area for all uses from two acres (2 AC) to one acre (1 AC).
5. A variation from Section 9-6B-3(C)1 to decrease the minimum lot width of 200 feet for restaurants from two hundred feet (200') to one hundred seventy feet (170').
6. A variation from Section 9-6B-3(E)1 to decrease the minimum front yard setback on Illinois Route 83 from sixty feet (60') to fifty and two tenths feet (50.2') for the proposed building, and to fifty-six and six tenths feet (56.6') for the proposed menu board.
7. A variation from Section 9-6B-3(E)3 to decrease the minimum exterior side yard setback on 75th Street from sixty feet (60') to forty-three and four tenths feet (43.4') for the proposed building, to twenty-five feet (25') to the order canopy, and to thirty-two and seven tenths feet (32.7') for the proposed menu board.
8. A variation from Section 9-10-5(L)2(b)2(a) to decrease the radius connecting street pavement edge and driveway edge on 75th street from thirty-five feet (35') to twenty-five feet (25').
9. A variation from Section 9-10-5(G) to decrease the minimum required interior side yard parking area setback from ten feet (10') to one foot (1') along the south lot line (southern portion of the Route 83 driveway).
10. A variation from Section 9-10-5(L)2(d) to decrease the driveway location on lots for all uses other than single-family residential from seventy feet (70') to sixteen and six tenths feet (16.6') on Illinois Route 83 and to forty-six and eight tenths feet (46.8') on 75th Street.
11. A variation from Section 9-10-5(L)2(e) to decrease the minimum spacing between separate driveway entrances from four hundred feet (400') to three hundred three and nine tenths feet (303.9')



between the Illinois Route 83 driveway and the driveway to the south, and to approximately one hundred forty-five and eight tenths feet (145.8') between the 75th Street driveway and the driveway to the east.

12. A variation from Section 9-10-5(L)2(f) to decrease the minimum spacing between driveway entrance and right-of-way of an adjacent intersecting street from five hundred feet (500') to one hundred two and four tenths feet (102.4') on Illinois Route 83 and to one hundred sixty-nine and five tenths feet (169.5') on 75th Street.
13. A variation from Section 9-10-5(L)2(g) to eliminate the requirement of a concrete median separation and to reduce the driveway storage from one hundred feet (100') to zero feet on Illinois Route 83 and 75th Street.
14. A variation from Section 9-14-2(D)2(c)4 to decrease the minimum foundation landscape area from seven feet (7') to three and eight tenths feet (3.8') along the southern façade, to five and two tenths feet (5.2') along the northern portion of the eastern building façade and from seven feet (7') to zero feet along the western building façade and remaining portion of the eastern building façade.

### **Public Hearing and Communications**

The Plan Commission conducted a public hearing on this petition at a special meeting of the Plan Commission on April 21, 2021. This meeting would typically take place in the Willowbrook Police Department Training Room, 7760 S. Quincy St, Willowbrook, IL 60527. However, due to the current circumstances concerning Covid-19, this meeting was held virtually via Zoom.

#### **Summary of Public Hearing and Communications**

Two (2) individuals from the public were sworn in at the public hearing.

1. Present: Approximately twelve (12) individuals were present. The following members of the Plan Commission were in attendance: Chairman Dan Kopp, Vice Chairman John Wagner, Commissioners Catherine Kaczmarek, Leonard Kaucky, and Maciej Walec. The following Village staff members were present: Planning Consultant Ann Choi, Building Official Roy Giuntoli, and Recording Secretary Lisa Shemroske. Court Reporter Robin Hejnar was also in attendance.
2. Speakers: Two (2) individuals presented testimony. The Applicant's representatives provided testimony in support of the petition.
3. There were no members of the general public that provided testimony in opposition to the petition.

#### **Speakers Supporting the Petition**

A total of two (2) speakers supported the petition.

- Brian Styck, Atwell Group, representing the Applicant.
- George Maurides, Attorney for the Applicant.

#### **Speakers Opposing the Petition**

There were no speakers who opposed the petition.

#### **Communications Received**

The Village received zero letters in opposition to the proposed petition.

#### **Public Hearing Testimony Notes**

Village of Willowbrook Planning & Development Department



Planning Consultant Choi presented the project and explained that the Plan Commission last saw concepts for the subject property at their February 3, 2021 meeting. The Applicant had since submitted an amended application due to two reasons. The first reason was that the previously proposed location for the driveway on Route 83 was located too close to an existing Red Light Running (RLR) camera. The second reason was that the Route 83 driveway was within the right-of-way area in front of 7535 Kingery Highway (Red Roof Inn), the neighbor to the south. Planning Consultant Choi stated that these two reasons required some changes to the previously proposed site plan. A new public hearing was also required since the number of requested variations increased from thirteen (13) to fourteen (14) and changed the requested relief on three other variations.

Planning Consultant Choi highlighted the following changes to the site plan:

1. The 75<sup>th</sup> Street curb cut has been shifted twenty to twenty-five feet (20'-25') to the east.
2. The Route 83 curb cut has been shifted further to the south.
3. A cross access driveway has been proposed between the subject property and the property to the south (Red Roof Inn).
4. The proposed building has shifted to the east lightly (0.2 feet).
5. The interior parking spaces were reconfigured resulting in the loss of two (2) parking spaces from forty-six (46) parking spaces to forty-four (44) parking spaces.

Planning Consultant Choi explained that a review letter issued by IDOT on January 28, 2021 was received by planning staff on the date of the last public hearing on February 3, 2021. The IDOT review letter noted that the previously proposed driveway on Route 83 encroached within the right-of-way area in front of the Red Roof Inn property to the south. IDOT required that the Applicant provide a Lot Line Agreement with Red Roof Inn or shift the proposed Route 83 driveway to the north so that no part of the driveway, including the flares of the curb, were in the right-of-way area in front of Red Roof Inn. IDOT noted that an existing RLR was located in the previously proposed driveway.

Planning Consultant Choi indicated that the Applicant provided a revised site plan that included changes to the Route 83 driveway that was shifted further to the south to avoid impacts to the existing RLR camera. Planning Consultant Choi also stated that Village staff confirmed with the RLR camera vendor that the proposed location of the driveway would not require the RLR camera to be moved and that there would be no impacts to revenue for the Village. Planning Consultant Choi informed the Plan Commission that the revised site plan was reviewed with Red Roof Inn and a Lot Line Agreement and Cross Access Easement Agreement were executed by both parties, and currently under review by the Village attorney.

Planning Consultant Choi explained that the cross access driveway was negotiated with Red Roof Inn in exchange for the Lot Line Agreement. Cross access would improve the on-site circulation on the Red Roof Inn property. Currently, Red Roof Inn's only vehicular access from Route 83 is via the Target property to the south. Cross access between the two properties would provide direct access to 75<sup>th</sup> Street. Planning Consultant Choi pointed out that those wishing to travel westbound on 75<sup>th</sup> Street would require vehicles to cross into the Target property to the south, make a right-turn onto Route 83 and then make an immediate maneuver into the left-turn lanes by crossing two lanes of traffic on Route 83 to make the left turn onto 75<sup>th</sup> Street. Planning Consultant Choi also noted that the cross access drive would act as a "frontage road" along the west side of both the subject property and the Red Roof Inn property and would help minimize impacts and conflicts on the adjacent roadway network.

Planning Consultant Choi concluded her presentation by stating that planning staff does not object to the proposed special use request for a fast food establishment with drive-through, that the building meets the



user's needs, and the proposed site improvements create an improved situation than what exists on the subject property today even though variations are required.

Chairman Kopp asked the Plan Commissioners if they had any questions of the Applicant or of Planning Consultant Choi.

Commissioner Kaucky asked Planning Consultant Choi if the route of traffic could be highlighted from the cross access driveway for Red Roof Inn customers to get to the 75<sup>th</sup> Street exit. Planning Consultant Choi highlighted the route of traffic on the site plan. Commissioner Kaucky asked if cars would be able to make a left turn onto 75<sup>th</sup> Street. Planning Consultant Choi referred to the Traffic Control Plan and noted that as proposed, vehicles would be restricted to making a right-turn only onto 75<sup>th</sup> Street. A stop sign and right-turn only sign were proposed at the 75<sup>th</sup> Street driveway. Planning Consultant Choi asked if someone from the Applicant's team could confirm that this would be restricted to right-turn only.

Mr. Styck, the Applicant's engineer, confirmed that the restriction to right-turn only was one of the first traffic review comments from the Village traffic consultant. Otherwise, vehicles would be crossing two lanes of eastbound traffic and into three additional westbound lanes of traffic.

Commissioner Kaucky then asked if on-site signage such as "TO 75<sup>TH</sup> STREET, EAST-BOUND ONLY" or something to that effect that directs patrons to 75<sup>th</sup> Street from the cross access driveway would be provided on the Red Roof Inn property. Planning Consultant Choi responded that she did not believe there was any signage of that nature proposed on the Red Roof Inn site but if the Plan Commission would like to recommend such signage, then this can be added as a condition of approval. Commissioner Kaucky pointed out that if patrons wanted to go eastbound on 75<sup>th</sup> Street they would need to use the cross access, but if patrons wished to go westbound on 75<sup>th</sup> Street, they would need to use the cross access shared with the Target property. Commissioner Kaucky noted that if patrons wanted to go westbound on 75<sup>th</sup> Street, they would drive through the Wingren Plaza and turnaround within the shopping center to travel westbound on 75<sup>th</sup> Street due to the right-out only restriction.

Commissioner Wagner stated that it would seem appropriate for hotel patrons using the cross access driveway between the subject property and the Red Roof Inn property to have the ability to turn left when exiting onto 75<sup>th</sup> Street. Planning Consultant Choi concurred and pointed out that vehicles who wish to make a left turn onto 75<sup>th</sup> Street would be making that left turn regardless of the right-out only restriction. Commissioner Wagner agreed.

Mr. Maurides, attorney for the Applicant, indicated that for many years, vehicles wishing to go westbound on 75<sup>th</sup> Street have crossed the traffic on Route 83 and worked their way over to the left-turn signal since this was the only option they have had. Mr. Maurides pointed out that currently the subject property provides two existing curb cuts on 75<sup>th</sup> Street and there are no restrictions on making a left turn. The Applicant therefore moved the driveway further away from the intersection and closed the westernmost curb cut. This would allow vehicles who are entering the site from 75<sup>th</sup> Street to enter directly into the parking area, provides additional stacking for the drive-through, and for those vehicles coming from Red Roof Inn would have access to eastbound 75<sup>th</sup> Street so they were not caught up at the traffic light on northbound Route 83. Mr. Maurides clarified that Red Roof Inn requested the cross access driveway so their customers could go eastbound, not westbound, onto 75<sup>th</sup> Street. Mr. Maurides agreed it might be a good idea to add a sign that notifies patrons of the access to 75<sup>th</sup> Street at the mouth of the driveway on the Red Roof Inn property but indicated that this is Red Roof Inn's private property, and it should be left up to Red Roof Inn if they wanted to add this sign as the Applicant could not add signs onto the Red Roof Inn property. If the Plan Commission asked the Applicant to add directional signs onto the subject property, the Applicant was open to that.



Commissioner Wagner clarified his earlier statement that he did not want to put any type of restriction for those wishing to make a left turn onto 75<sup>th</sup> Street and suggested to remove any signs that restricted movement to eastbound only. Mr. Maurides believed that most hotel patrons would be exiting in the mornings and did not know what the traffic would be like during this time but stated that the Applicant would be amenable to removing or keeping the eastbound only restriction.

Commissioner Kaucky reiterated that he preferred that patrons have the ability to make a left and right-turn onto the 75<sup>th</sup> Street driveway. Mr. Maurides stated that the left-turn movement has functioned in this way for twenty-five years.

Chairman Kopp asked the Applicant if they wished to make a presentation. Mr. Maurides stated that Panda Express is a family-owned and operated business with over 2,300 restaurants around the world in eleven different countries and in 1,100 hundred different cities, with over 40,000 employees. The Applicant is requesting fourteen variations because the subject property is a substandard lot in the B-2 zoning district, and many of the variations for setbacks have been in existence since the Shell gas station. The project is requesting a couple of new variations. Mr. Maurides highlighted the changes: the parking count went down from forty-six (46) to forty-four (44) cars, and other than that there were some requests from staff enhanced landscaping. Mr. Maurides pointed out that the Plan Commission recommended unanimous approval on the previous site plan and no significant changes were made since the last Plan Commission meeting. The existing use is a dilapidated Shell gas station at the corner and the project is hoping to go in there and clean it up. Mr. Maurides indicated that he believes they have all the easements necessary from Red Roof Inn which were sent to the Village.

Chairman Kopp asked the Applicant if they were okay with the twenty (20) recommended conditions of approval listed in the staff report. Mr. Maurides pointed out that Planning consultant Choi separated Condition Nos. 18 and 19 for the requirement of the recording two different easements. One is the Cross Access Easement Agreement and the other is the Plat of Easement. Mr. Maurides stated that the way the documents were drafted, the Plat of Easement was attached to the Cross Access Agreement as an exhibit so both would be recorded simultaneously and are not two separate agreements.

The Plan Commission did not have any further questions. No questions were posed by the public. Chairman Kopp closed the public comment period and opened the discussion between the Plan Commissioners.

#### **Plan Commission Discussion**

Chairman Kopp expressed support in favor of the project and agreed with the other Plan Commissioners on making the exit onto 75<sup>th</sup> Street go both directions (left-turn/right-turn out).

Planning Consultant Choi asked the Plan Commission to clarify Commissioner Kaucky's comment about the addition of directional on-site signage on the Red Roof Inn property to direct hotel patrons to the 75<sup>th</sup> Street exit. Chairman Kopp responded that he personally liked Mr. Maurides' suggestion that Red Roof Inn should decide if their patrons would need on-site directional signage. Commissioner Kaucky agreed.

The following motion made by Kaucky was seconded by Wagner and approved unanimously, a 5-0 roll call vote of the members present:



## **Motion**

Based on the submitted petition and testimony presented, I move that the Plan Commission approve and adopt the Findings of Fact submitted in response to the Standards for Special Use Permits and Standards for Variations outlined in Attachments 3 and 4, respectively, of the staff report prepared for PC 21-01 for the April 21, 2021 Plan Commission meeting; and that the Plan Commission recommend to the Village Board approval of a special use for a fast food establishment with a drive-through, including the list of variations as outlined in the staff report prepared for PC 21-01 for the April 21, 2021 Plan Commission meeting, and as deliberated by the Plan Commission, according to the plans listed in the Staff Report for PC 21-01 for the April 21, 2021 Plan Commission meeting, and subject to the following conditions as modified below:

### **Conditions of Approval:**

1. Improvements shall be in substantial compliance with all plans described in Attachment 2 of the staff report prepared for PC 21-01 except as may be modified in response to compliance with Village Codes or conditions recommended by the Plan Commission and as approved by the Village.
2. The special use permit shall be null and void if construction for the proposed use is not commenced within eighteen (18) months of the date of any approval of the special use by the Village Board.
3. Approved signage is limited to two hundred ninety square feet (290 SF) of signage including one monument sign and four wall signs in substantial conformance with the sign package included in Attachment 2 of the staff report.
4. The Landscape Plan shall be revised, resubmitted, and approved by the Village in compliance with Village Codes prior to final zoning approval from the Village Board.
5. Plans shall be revised prior to being considered by the Village Board in compliance with the planning comments outlined in Attachment 7 of the staff report prepared for PC 21-01 for the April 21, 2021 Plan Commission meeting.
6. The trash enclosure shall be constructed to look like masonry and shall appear similar to the color and style of the building.
7. All landscaped areas shall be constructed, and landscape material installed prior to the issuance of any permanent occupancy permit for the subject realty, or such earlier time, as is reasonably practical.
8. The Red Maple tree (or any other tree proposed in that location) located to the northeast of the cross access drive shall be maintained so that its leaves and/or foliage are higher than three and five tenths feet (3.5') from grade to maintain the sight distances at the proposed access driveway on Kingery Highway and 75th Street and internal site intersections.
9. A separate sign permit shall be obtained for the proposed building signage, pursuant to the Village Code.
10. Construction on the subject realty is subject to the issuance of building permits, which shall not be authorized by the Village until the Applicant submits an executed "Traffic and Regulation Enforcement Agreement" attached hereto as Attachment 6, together with satisfactory evidence to the Village that the subject realty was conveyed by the current property owner (True North Energy LLC) to the Applicant (Panda Express, Inc.).
11. Prior to the issuance of any site/civil engineering/grading and or new building permits, the Applicant shall obtain approval of the site plan for the subject realty by the Illinois Department of Transportation (IDOT) relative to access to Route 83.
12. A permit is required from IDOT prior to any work in the IL Route 83 right of way.



13. A permit is required from the Du Page County Public Works Department for the sanitary sewer connection.
14. Prior to the start of construction, the Applicant shall file a Notice of Intent with the Illinois Environmental Protection Agency (IEPA).
15. Prior to issuance of a building permit, the Applicant shall provide the Village with a letter of No Further Remediation (NFR) from the IEPA.
16. Prior to issuance of a building permit, the Village will require a Plat of Easement to grant access to the B-Box at the building. This can be a 10-foot-wide non-exclusive easement over the water service from 75th Street to the building.
17. Prior to issuance of a building permit, the Applicant shall provide a roadway impact statement from Du Page County Department of Transportation (DuDOT) for the 75th Street driveway.
18. Prior to issuance of a building permit, the Applicant shall enter into, and record, a cross access agreement with the property owner of 7535 Kingery Highway (Red Roof Inn) in a form to be approved by the Village Attorney.
19. Prior to issuance of a building permit, the Applicant shall record a Plat of Easement granting cross access between the subject property and the property to the south (7535 Kingery Highway) in a form acceptable to the Village.
20. All plans and documents shall be revised and resubmitted as required by Village staff and the Plan Commission as indicated in the staff report or as discussed during the April 21, 2021 meeting and approved by staff prior to being forwarded to the Village Board for final consideration.

**Added by the Plan Commission at the April 21, 2021 Plan Commission meeting (public hearing):**

1. Condition Nos. 18 and 19 can be accomplished through one agreement.
2. The Plan Commission recommends that the exit onto 75<sup>th</sup> Street should be allowed to go both directions.

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**Attachment 1**  
Legal Description

THE NORTH 170.0 FEET OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST RIGHT OF WAY OF STATE ROUTE 83, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 102.65 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4; THENCE EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 256.24 FEET; THENCE SOUTH, ALONG A LINE PARALLEL WITH THE EAST RIGHT OF WAY LINE OF SAID STATE ROUTE 83, A DISTANCE OF 170 FEET; THENCE WEST, ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 256.24 FEET TO THE INTERSECTION OF SAID PARALLEL LINE WITH THE EAST RIGHT OF WAY OF SAID STATE ROUTE 83, WHICH POINT IS 102.45 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH, ALONG THE EAST RIGHT OF WAY LINE OF SAID STATE ROUTE 83, A DISTANCE OF 170.0 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Property Address: 7505 South Kingery Highway, Willowbrook, IL 60527

PIN #: 09-26-400-013



**Attachment 2**  
**Submitted Plans**

1. **"ALTA-NSPS Land Title Survey"** – 2 sheets (Job. No. 18003769), dated 8/10/2020 and bearing the latest revision date of 4/13/2021, and prepared by Atwell Group.
2. **"Site Layout Plan"** – 1 sheet, Sheet C04.0, Panda Project No. D7058, Atwell Project No. 18003769.01, bearing a PC Submittal date of 11/20/2020, bearing the latest PC Submittal #2 date of 03/24/2021, bearing the latest Village Plan Revision #4 date of 04/14/2021, and prepared by Atwell Group.
3. **"Architectural Drawings"** – 5 sheets, Sheets A-202, A-200, A-201, A-101, A-300, Panda Project #: D7058, Arch. Project #: JCDT180453, bearing an issue date of 11-04-2020, bearing the latest PC Submittal date of 03-24-2020, and prepared by NORR Architects Engineers Planners.
4. **"Proposed Sign Package"** – 17 pages, Project #: C59897, dated 12.19.2018, bearing the latest revision date of 04.08.2020, and prepared by Priority Sign.
5. **"Final Engineering Plans"** – 22 sheets, Panda Project #: D7058, Atwell Project No. 18003769.01, bearing a PC Submittal date of 11/20/2020, bearing the latest PC Submittal #2 date of 03/24/2021, bearing the latest Village Plan Revision #4 date of 04/14/2021, and prepared by Atwell Group.
6. **"Landscape Plan"** and **"Landscape Notes and Details"** – 2 sheets, Panda Project #: D7058, Atwell Project No. 18003769.01, bearing a PC Submittal date of 11/20/2020, bearing the latest PC Submittal #2 date of 03/24/2021, bearing the latest Village Plan Revision #4 date of 04/14/2021, and prepared by Atwell Group.
7. **"Engineer's Opinion of Probable Construction Cost"** – 3 pages, dated 11/20/2020, and prepared by Atwell Group.
8. **"Site Traffic Study"** – 11 pages, dated January 5, 2020 and prepared by Atwell Group.
9. **"Traffic Turn Analysis"** – 1 sheet, Sheet EX-01, Panda Project #: D7058, Atwell Project No. 18003769.01, bearing a PC Submittal date of 11/20/2020, bearing the latest PC Submittal #2 date of 03/24/2021, bearing the latest IDOT Plan Revision #1 date of 04/09/2021.
10. **"Traffic Plan"** – 1 sheet, Sheet EX-02, Panda Project #: D7058, Atwell Project No. 18003769.01, bearing a PC Submittal date of 11/20/2020, Village Plan Revision #4 date of 04/14/2021, and prepared by Atwell Group.
11. **"Photometric Plan"** – 1 sheet, dated 3/29/2021, and prepared by Villa Lighting.
12. **"Construction Schedule"** – 1 page, dated 4/8/2021, and prepared by Atwell Group.

# ALTA/NSPS LAND TITLE SURVEY

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.



VICINITY MAP  
NOT TO SCALE



## SURVEYOR'S TITLE RESPONSE

- FIRST AMERICAN TITLE INSURANCE COMPANY**  
COMMITMENT NO.: NCS-886941-CLE  
COMMITMENT DATE: AUGUST 28, 2020
- PIPELINE EASEMENT DATED DECEMBER 10, 1974 AND RECORDED DECEMBER 20, 1974 AS DOCUMENT R7463083 MADE BY HARRIS TRUST AND SAVINGS BANK, TRUSTEE FOR THE ST. GERMAIN FAMILY TRUST, GRANTOR TO WEST SHORE PIPE LINE COMPANY, AS GRANTEE, THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, PROTECT, REPAIR, REPLACE OR REMOVE A 18-INCH WIDE PIPELINE FOR THE TRANSPORTATION OF PETROLEUM, ITS PRODUCTS AND DERIVATIVES, WHETHER LIQUID OR GASEOUS, TOGETHER WITH THE NECESSARY FITTINGS, EQUIPMENT, APPURTENANCE AND CATHODIC PROTECTION EQUIPMENT, UNDER AND ACROSS AND THROUGH THE NORTH 7 FEET OF THE FOLLOWING DESCRIBED LAND:  
  
THE WEST 338.84 FEET OF THE NORTH 170 FEET OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE WEST 102.3 FEET (HIGHWAY 83 R/W), TOGETHER WITH FURTHER PROVISIONS AS THEREIN CONTAINED.  
  
RESPONSE: EASEMENT AS SHOWN HEREON.
  - TERMS, PROVISIONS AND CONDITIONS OF THE WATER/WASTEWATER USE ORDINANCE RECORDED MARCH 12, 1988 AS DOCUMENT R88-22750.  
  
RESPONSE: NO LEGAL DESCRIPTION IS PROVIDED IN DOCUMENT. NOT PLOTTABLE.
  - TERMS, PROVISIONS AND CONDITIONS OF THE NO FURTHER REMEDIATION LETTER RECORDED MARCH 31, 1998 AS DOCUMENT R88-058568.  
  
RESPONSE: SUBJECT PROPERTY IS DESCRIBED IN DOCUMENT. SUBJECT TO TERMS, PROVISIONS AND CONDITIONS OF SAID DOCUMENT; NOT PLOTTABLE.
  - THE FACT, AS DISCLOSED BY THAT CERTAIN DOCUMENT OR DOCUMENTS RECORDED MARCH 31, 1998 AS DOCUMENT NO. R88-058568 OF OFFICIAL RECORDS, THAT SOME VIOLATION OF ENVIRONMENTAL PROTECTION LAWS MAY HAVE OCCURRED WHICH MAY AFFECT THE LAND.  
  
RESPONSE: SUBJECT PROPERTY IS DESCRIBED IN DOCUMENT. SUBJECT TO TERMS, PROVISIONS AND CONDITIONS OF SAID DOCUMENT; NOT PLOTTABLE.
  - ENVIRONMENTAL DISCLOSURE DOCUMENT FOR TRANSFER OF REAL PROPERTY, RECORDED JULY 15, 1998 AS DOCUMENT R88-141165.  
  
RESPONSE: SUBJECT PROPERTY IS DESCRIBED IN DOCUMENT. SUBJECT TO TERMS, PROVISIONS AND CONDITIONS OF SAID DOCUMENT; NOT PLOTTABLE.
  - THE FACT, AS DISCLOSED BY THAT CERTAIN DOCUMENT OR DOCUMENTS RECORDED JULY 15, 1998 AS DOCUMENT NO. R88-141165 OF OFFICIAL RECORDS, THAT SOME VIOLATION OF ENVIRONMENTAL PROTECTION LAWS MAY HAVE OCCURRED WHICH MAY AFFECT THE LAND.  
  
RESPONSE: SUBJECT PROPERTY IS DESCRIBED IN DOCUMENT. SUBJECT TO TERMS, PROVISIONS AND CONDITIONS OF SAID DOCUMENT; NOT PLOTTABLE.
  - RESERVATION CONTAINED IN LIMITED WARRANTY DEED, MADE BY AND BETWEEN SHELL OIL COMPANY, A DELAWARE CORPORATION AND BOULON ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED JULY 13, 1998 AS DOCUMENT R88-141148, WHEREIN GRANTOR EXPRESSLY SAVED, RETAINS, RESERVE, AND EXCEPTS FROM THIS CONVEYANCE UNTO ITSELF AND ITS SUCCESSORS AND ASSIGNS, ALL RIGHTS, TITLE AND INTEREST, IF ANY, IN AND TO ANY OIL, GAS AND OTHER MINERALS INCLUDING WITHOUT LIMITATION, HELIUM, LIGHT, SULFUR, PHOSPHATE AND OTHER SOLID LIQUID AND GASEOUS SUBSTANCES, ETC.  
  
(SEE DOCUMENT FOR FURTHER PARTICULARS)  
  
RESPONSE: SUBJECT PROPERTY IS DESCRIBED IN DOCUMENT. CONVEYANCE IS BLANKET IN NATURE AND NOT PLOTTABLE.
  - ACCESS AGREEMENT BY AND BETWEEN BOULON ENTERPRISES LLC, D/B/A SHELL OIL PRODUCTS US, A DELAWARE LIMITED LIABILITY COMPANY AND TRUE NORTH ENERGY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED MARCH 18, 2010 AS DOCUMENT R2010-036334, AND THE TERMS, PROVISIONS AND CONDITIONS CONTAINED THEREIN.  
  
(FOR FURTHER PARTICULARS, SEE DOCUMENT)  
  
RESPONSE: SUBJECT PROPERTY IS DESCRIBED IN DOCUMENT. BLANKET IN NATURE, NOT PLOTTABLE.
  - RESERVATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN SPECIAL WARRANTY DEED MADE BY AND BETWEEN EQUILON ENTERPRISES LLC, D/B/A SHELL OIL PRODUCTS US, A DELAWARE LIMITED LIABILITY COMPANY AND TRUE NORTH ENERGY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED MARCH 18, 2010 AS DOCUMENT R2010-036333, SUBJECT TO TERMS, PROVISIONS AND CONDITIONS CONTAINED THEREIN.  
  
(FOR FURTHER PARTICULARS, SEE DOCUMENT)  
  
RESPONSE: SUBJECT PROPERTY IS DESCRIBED IN DOCUMENT. BLANKET IN NATURE, NOT PLOTTABLE.
  - RIGHT OF FIRST REFUSAL MADE BY AND BETWEEN EQUILON ENTERPRISES LLC, D/B/A SHELL OIL PRODUCTS US, A DELAWARE LIMITED LIABILITY COMPANY AND TRUE NORTH ENERGY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS CONTAINED IN SPECIAL WARRANTY DEED RECORDED MARCH 18, 2010 AS DOCUMENT R2010-036333, SUBJECT TO TERMS, PROVISIONS AND CONDITIONS CONTAINED THEREIN.  
  
RESPONSE: SUBJECT PROPERTY IS DESCRIBED IN DOCUMENT. SUBJECT TO TERMS, PROVISIONS AND CONDITIONS OF SAID DOCUMENT; NOT PLOTTABLE.

## SOURCE BENCHMARK

NCS 0135 - PD (DK3898)  
TO REACH THE STATION FROM THE INTERSECTION OF SR 83 AND PLAINFIELD ROAD, GO EAST ALONG PLAINFIELD ROAD FOR APPROXIMATELY 0.9 MI (0.8 MI) TO THE STATION ON THE RIGHT. THE STATION IS LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF PLAINFIELD ROAD AND MADISON STREET.  
  
THE STATION IS 70.0 FT (21.3 M) SOUTH OF THE CENTERLINE OF PLAINFIELD ROAD AND 38.9 FT (11.7 M) EAST OF THE CENTERLINE OF MADISON STREET. THE MONUMENT IS A 1.5 INCH (3 CM) BRASS DISK ON THE BASE OF A TRAFFIC SIGNAL, 0.3 FT (0.8 M) ABOVE GRADE.  
  
ELEVATION: 732.15 (NAVD 88)

## SITE BENCHMARKS AND CONTROL

- BM #204 - SET BENCHMARK ON THE SOUTHERLY BOLT, UNDER THE WORD "CITY", ON A HYDRANT ON THE SOUTH SIDE OF 75TH STREET, 300' EAST OF THE INTERSECTION OF 75TH STREET AND ROUTE 83, ROBERT KINGSERY HIGHWAY.  
ELEVATION - 719.88 (NAVD 88)
- CONTROL #1 - SET CAPPED IRON ROD AT THE SOUTHEAST CORNER OF 75TH STREET AND ROUTE 83, ROBERT KINGSERY HIGHWAY, 18' SOUTHEAST OF A TRAFFIC SIGNAL AND 18' EAST OF THE BACK OF CURB OF ROUTE 83.  
N: 1852269.52 (NAD 83)  
E: 1090379.82 (NAD 83)
- CONTROL #2 - SET CUT "X" IN A CONCRETE SIDEWALK ON THE EAST SIDE OF ROUTE 83, ROBERT KINGSERY HIGHWAY, 235' SOUTH OF THE INTERSECTION OF 75TH STREET AND ROUTE 83, ROBERT KINGSERY HIGHWAY, 28' EAST OF THE BACK OF CURB OF ROUTE 83.  
N: 1852417.41 (NAD 83)  
E: 1090392.03 (NAD 83)
- CONTROL #3 - SET CUT "X" IN A CONCRETE SIDEWALK ON THE SOUTH SIDE OF 75TH STREET, 318' EAST OF THE INTERSECTION OF 75TH STREET AND ROUTE 83, ROBERT KINGSERY HIGHWAY, AND 7' NORTH OF A FIRE HYDRANT.  
N: 1852823.33 (NAD 83)  
E: 1090803.32 (NAD 83)

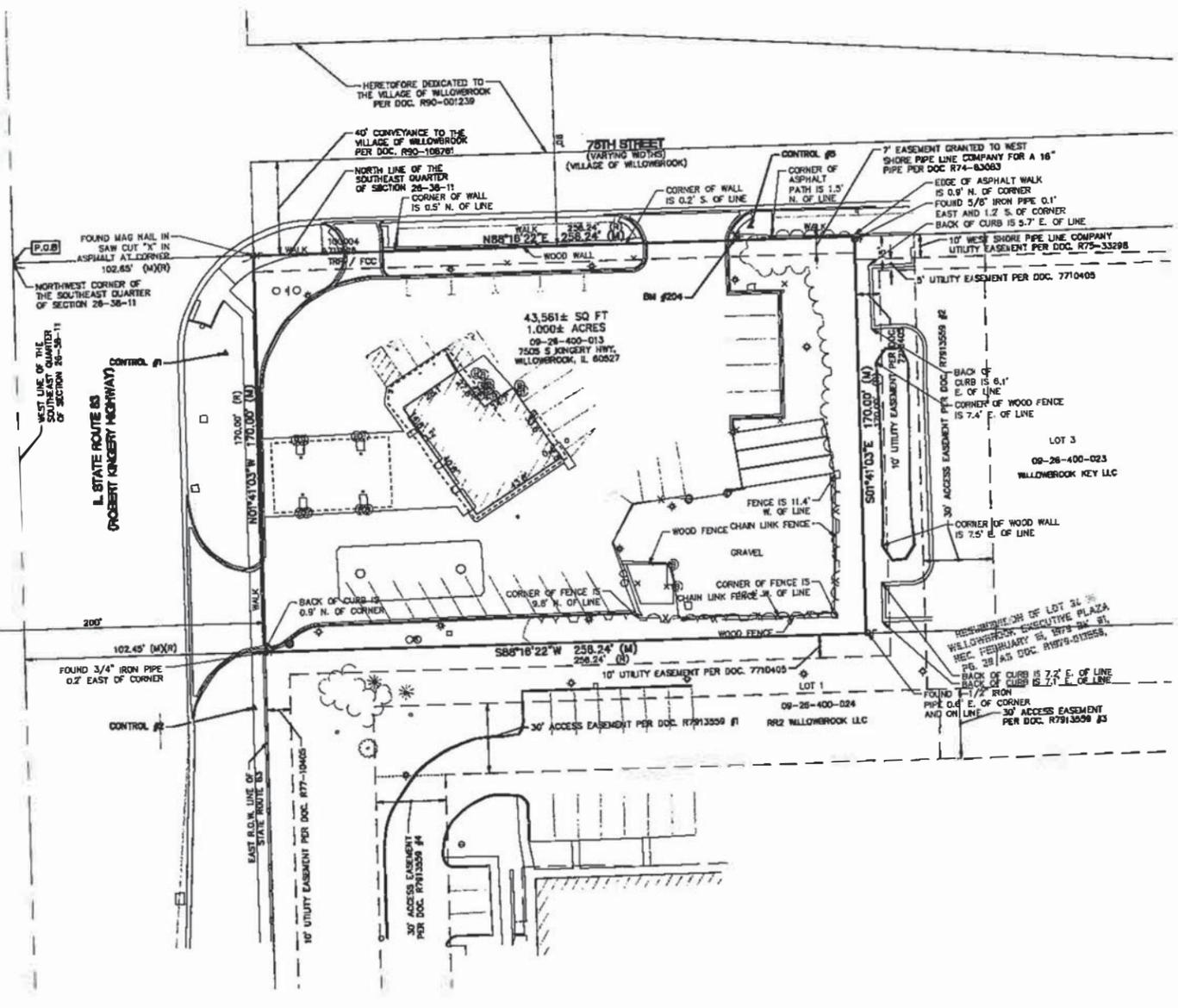
## LEGAL DESCRIPTION

FIRST AMERICAN TITLE INSURANCE COMPANY  
COMMITMENT NO.: NCS-886941-CLE  
COMMITMENT DATE: AUGUST 28, 2020

THE NORTH 170.0 FEET OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST RIGHT OF WAY OF STATE ROUTE 83, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
  
BEGINNING AT A POINT 102.85 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4; THENCE EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 258.24 FEET; THENCE SOUTH, ALONG A LINE PARALLEL WITH THE EAST RIGHT OF WAY LINE OF SAID STATE ROUTE 83, A DISTANCE OF 170 FEET; THENCE WEST, ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 258.24 FEET TO THE INTERSECTION OF SAID PARALLEL LINE WITH THE EAST RIGHT OF WAY OF SAID STATE ROUTE 83, WHICH POINT IS 102.45 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH, ALONG THE EAST RIGHT OF WAY LINE OF SAID STATE ROUTE 83, A DISTANCE OF 170.0 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

## GENERAL NOTES

- COMPARE ALL DISTANCES AND POINTS IN FIELD AND REPORT ANY DISCREPANCIES IN SAME TO SURVEYOR AT ONCE.
- CALL 811 ("COMMON GROUND ALLIANCE" NATIONAL UNDERGROUND UTILITY LOCATION SERVICE) FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES PRIOR TO ANY DIGGING OR CONSTRUCTION.
- NO DIMENSIONS SHOULD BE ASSIGNED BY SCALING.
- BASES OF BEARING: STATE PLANE COORDINATES - ILLINOIS EAST ZONE, NAD 83 (2011 ADA), NAVD 88.



## LEGEND

OF	FOUND IRON PIPE
⊙	SITE CONTROL POINT
⊖	EXISTING BOLLARD
○	EXISTING SIGN
⊕	EXISTING FENCE POST
⊖	EXISTING MANHOLE/CATCH BASIN
⊖	EXISTING HYDRANT WITH SHUTOFF
⊖	EXISTING ELECTRIC TRANSFORMER
⊖	EXISTING ELECTRIC METER
⊖	EXISTING LIGHT POLE
⊖	EXISTING CABLE RISER
⊖	EXISTING GAS METER
⊖	EXISTING TELEPHONE RISER
⊖	EXISTING SOIL BORING
⊖	EXISTING MONITORING WELL
⊖	EXISTING IRRIGATION CONTROL VALVE
⊖	UNDERGROUND GAS PIPE WARNING POST
⊖	EXISTING WATER SHUTOFF
⊖	EXISTING WATER VALVE
⊖	EXISTING DECIDUOUS TREE
⊖	EXISTING UNDERGROUND ELECTRIC MARKER
⊖	EXISTING UNDERGROUND CABLE MARKER
⊖	EXISTING UNDERGROUND TELEPHONE MARKER
⊖	EXISTING UNDERGROUND WATER MARKER
⊖	EXISTING GROUND ELEVATION COLUMNS
⊖	FINISHED FLOOR
⊖	RECORDED
⊖	DOCUMENT
⊖	MEASURED
⊖	RECORD
---	BOUNDARY LINE
---	BOUNDARY ADJACENT/ROW LINE
---	SECTION LINE
---	EASEMENT LINE
---	UNDERGROUND ELECTRIC LINE
---	UNDERGROUND GAS LINE
---	UNDERGROUND CABLE LINE
---	UNDERGROUND TELEPHONE LINE
---	UNDERGROUND STORM LINE
---	UNDERGROUND SANITARY LINE
---	UNDERGROUND WATER LINE
---	VEGETATION LINE
---	EXISTING FENCE
---	EXISTING DITCH CENTERLINE
---	EXISTING PAVEMENT STRIPING
---	EXISTING DEPRESSED CURB
---	EXISTING GRAVEL
---	EXISTING GROUND CONTOUR
---	EXISTING BUILDING
---	EXISTING CONCRETE
---	EXISTING ASPHALT

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

TO: PANDA RESTAURANT GROUP, INC.;  
CFT NV DEVELOPMENTS, LLC;  
CHERG FAMILY TRUST DATED OCTOBER 30, 1987, AS AMENDED;  
PANDA EXPRESS, INC., AND THEIR AFFILIATED ENTITIES, SUCCESSORS AND ASSIGNS;  
TRUE NORTH ENERGY, LLC, A DELAWARE LIMITED LIABILITY COMPANY;  
EC DEVELOPMENTS II, LLC, AND  
FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(A)(B), 7(A)(B)(C), 8, 9, 11, 13, 14, AND 16 OF TABLE A THEREOF. THE FOLLOWING WAS COMPLETED ON 6/24/2020.

DATE OF PLAY OR MAP: 12TH DAY OF APRIL, 2021.

Kyle O. Allred  
KYLE O. ALLRED  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3714  
ATWELL, LLC



Know what's below.  
Call before you dig.

THE LOCATION OF BURIED UTILITIES ARE UNDETERMINED UTILITIES ARE ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OF THE REPRESENTATIVE. THE CONTRACTOR SHALL OBTAIN THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCURRED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRELIMINARY AND ALL UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE RESPONSIBLE FOR ASSURING THE SAFETY OF THE WORK OF PERSONS EMPLOYED IN THE WORK OF ANY NEARBY STRUCTURES OR AT ANY OTHER PERIODS.

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ATWELL  
800.350.4200 www.atwell-pro.com  
1245 EAST DEER ROAD, SUITE 100  
NAPERVILLE, IL 60563  
DESIGN FIRM #18-C0587

SECTION 26	TOWN 38 NORTH, RANGE 11 EAST
DOWNGROVE TOWNSHIP	DUPAGE COUNTY, ILLINOIS
NORR, LLC	ALTA/NSPS LAND TITLE SURVEY
7505 S KINGSERY HWY	WILLOWBROOK, IL 60527
DATE	5/10/2020
SCALE	1" = 30 FEET
DR. TLA	CH. KOA
P.M. B. STYCK	246
BOOK	18003769
JOB	18003769
SHEET NO.	1 OF 2





PANDA EXPRESS, INC.  
1683 Walnut Grove Ave.  
Rosemead, California  
91770  
Telephone: 626.278.8888  
Facsimile: 626.278.2888

REVISIONS:  
1. V.L. USE PLAN REV. #1 01/19/2021  
2. V.L. USE PLAN REV. #2 01/27/2021  
3. DOT PLAN REV. #1 04/09/2021  
4. V.L. USE PLAN REV. #4 04/14/2021

ISSUE DATE: 11/20/2020  
PC SUBMITTAL #1 03/24/2021  
PC SUBMITTAL #2 03/24/2021

DESIGNED BY: LEH  
PANDA PROJECT # D70058  
ATWELL PROJECT # 18007093.01

**NORR**

**ATWELL**  
1200 WEST 30TH STREET, SUITE 200  
CHICAGO, ILLINOIS 60608  
OR 800.776.8100

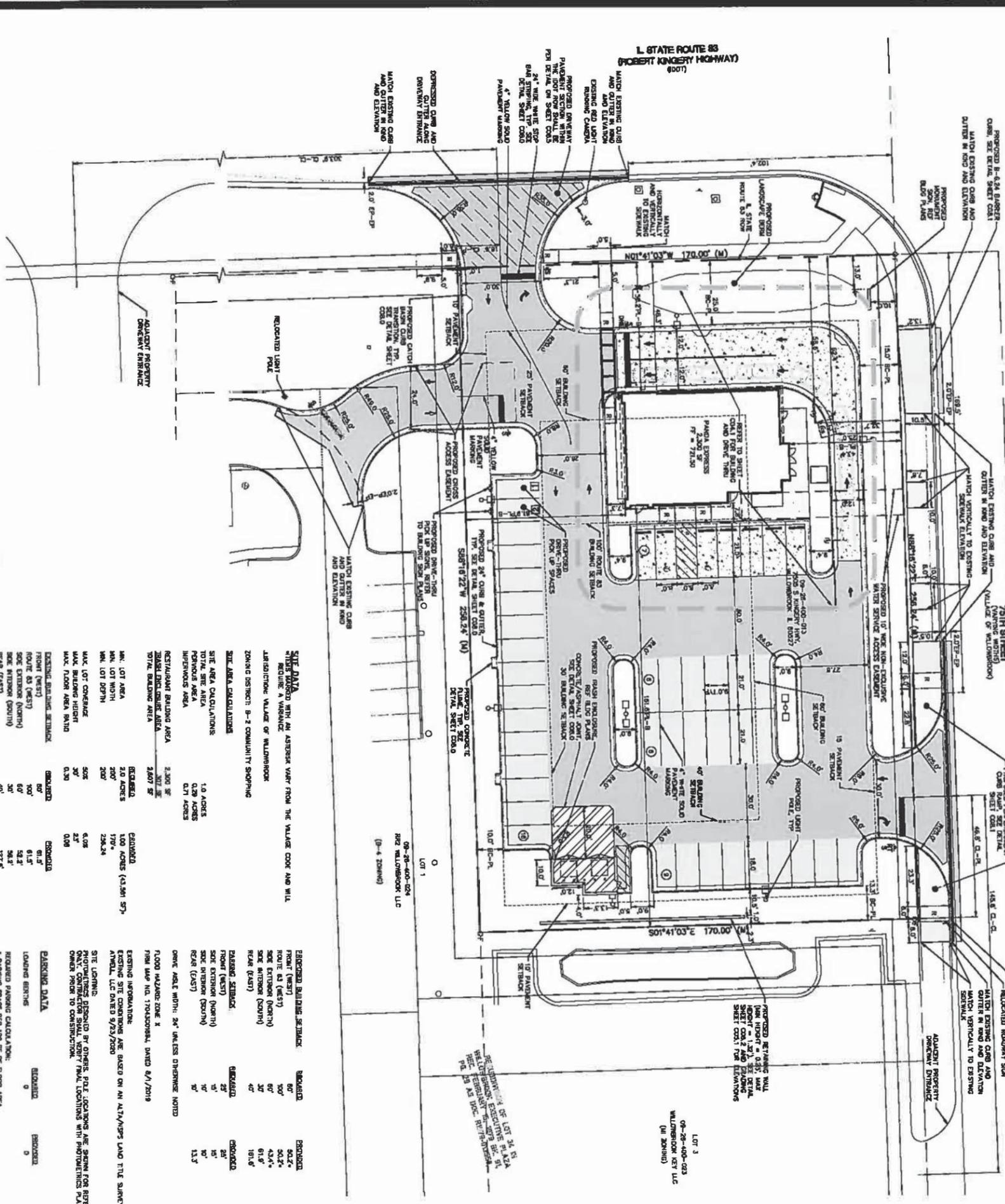
**PANDA EXPRESS**

YANINA A. WELCOME 2200  
1200 KINGSTY HIGHWAY  
WILLOWBROOK, IL 60097

**SITE LAYOUT PLAN**

**C04.0**

IRINE WAGON & WELCOME 2200



**LAYOUT LEGEND**

BOUNDARY LINE	EXISTING ROW	EXISTING CURB AND CUTTER	PROPOSED CURB AND CUTTER	PROPOSED DEPRESSED CURB AND CUTTER	EXISTING EXISTENT LINE	PROPOSED LANDSCAPE BENCH	SETBACK LINE	PARKING SPACE COUNT	ADA RAMP	DIMENSION TO BACK OF CURB	DIMENSION TO PROPERTY LINE	DIMENSION TO CENTER LINE	DIMENSION TO EDGE OF PAVEMENT	DIMENSION TO BUILDING	PROPOSED LIGHT POLE/WALL PACK LIGHT	PROPOSED SIGN	PROPOSED ACCESSIBLE PARKING SPACE SIGN	PROPOSED STOP SIGN	PROPOSED DO NOT ENTER SIGN	PROPOSED RIGHT TURN ONLY SIGN	PROPOSED REINFORCED CONCRETE PAVEMENT, SEE DETAIL SHEET C04.2	PROPOSED CONCRETE SIDEWALK	PROPOSED STANDARD DUTY ASPHALT PAVEMENT, SEE DETAIL SHEET C04.2	PROPOSED HEAVY DUTY ASPHALT PAVEMENT, SEE DETAIL SHEET C04.2	PROPOSED LIGHT BARRIER PAVEMENT SECTION, SEE DETAIL SHEET C04.3	THE ASH ENCLOSED PAVEMENT, SEE DETAIL SHEET C04.2
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**NOTES**

- SEE SHEET C01.1 FOR CONSTRUCTION NOTES
- ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED
- ALL RAMP ARE 3:0' UNLESS OTHERWISE NOTED
- REFER TO ARCHITECTURAL PLANS FOR SITE LIGHTING ELECTRICAL PLANS
- ALL SIGNING SHALL BE 4" WHITE RAMP UNLESS OTHERWISE NOTED. ALL SIGNING SHALL BE APPLIED WITH TOP CORNER OF 2" MANUFACTURER'S RECOMMENDED PAVE. SET SIGNING DETAIL SHEET C04.0

**EXISTING BUILDING SETBACK**

FRONT (WEST)	60'
FRONT (EAST)	60'
SOE EXTENSION (NORTH)	60'
SOE EXTENSION (SOUTH)	61.5'
REAR (EAST)	47'

**PROPOSED BUILDING SETBACK**

FRONT (WEST)	24'
FRONT (EAST)	15'
SOE EXTENSION (NORTH)	15'
SOE EXTENSION (SOUTH)	13.7'
REAR (EAST)	13.7'

**SITE DATA**

NOTED WITH AN ASTERISK VARY FROM THE VALUE CODE AND WILL REQUIRE A VARIANCE

ADJACENT VALUE OF WILLOWBROOK

ZONING DISTRICT: B-2 COMMUNITY SHOPPING

**SITE AREA CALCULATIONS**

SITE AREA CALCULATIONS	1.0 ACRES
TOTAL SITE AREA	0.29 ACRES
PERVIOUS AREA	0.17 ACRES
IMPERVIOUS AREA	0.12 ACRES

**ADJACENT BUILDING AREA**

ADJACENT BUILDING AREA	2,300 SF
PERVIOUS AREA	1,000 SF
TOTAL BUILDING AREA	3,300 SF

**LOT DATA**

LN. LOT AREA	2.0 ACRES
LN. LOT WIDTH	200'
LN. LOT DEPTH	200'
MAX LOT COVERAGE	50%
MAX BUILDING HEIGHT	20'
MAX FLOOR AREA (F.A.)	6,300

**EXISTING BUILDING SETBACK**

FRONT (WEST)	60'
FRONT (EAST)	60'
SOE EXTENSION (NORTH)	60'
SOE EXTENSION (SOUTH)	61.5'
REAR (EAST)	47'

**PROPOSED BUILDING SETBACK**

FRONT (WEST)	24'
FRONT (EAST)	15'
SOE EXTENSION (NORTH)	15'
SOE EXTENSION (SOUTH)	13.7'
REAR (EAST)	13.7'

**PARKING DATA**

LOADING BAYING	0
REQUIRED PARKING CALCULATION:	0
1 PARKING SPACE PER 100 SF OF FLOOR AREA	0
1 SPACE/100 SF * 2,300 SF = 23 SPACES	23 SPACES
TOTAL REQUIRED SPACES	23 SPACES
PROVIDED (6' X 18') OR (6' X 21')	40 SPACES
PROVIDED (8' X 18') OR (8' X 21')	2 SPACES
PROVIDED (8' X 12') OR (8' X 15')	2 SPACES
TOTAL PROVIDED SPACES	44 SPACES

**ADJACENT LAND USE DATA**

ZONING DISTRICT	LAND USE	UNDEVELOPED NAME
B-2 COMMUNITY SHOPPING	SHOPPING CENTER	WILLOWBROOK PLAZA
B-4 HWY & SERVICE BUSINESSES	HOTEL	RED ROOF INN
M-1 LIGHT MANUFACTURING	MANUFACTURING/SALES	WILLOWBROOK KEY LLC
R-2 COMMUNITY SHOPPING	RESTAURANT*	POTBELLY

**INTERIOR LANDSCAPING**

SITE AREA EXCLUDING FRONT YARD, ROW, BUILDING, AND STRUCTURES: 36,446 SF

REQUIRED INTERIOR LANDSCAPING: 1,845 SF (10%)

PROVIDED INTERIOR LANDSCAPING: 8,394 SF (23%)

**NOTES**

- SEE SHEET C01.1 FOR CONSTRUCTION NOTES
- ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED
- ALL RAMP ARE 3:0' UNLESS OTHERWISE NOTED
- REFER TO ARCHITECTURAL PLANS FOR SITE LIGHTING ELECTRICAL PLANS
- ALL SIGNING SHALL BE 4" WHITE RAMP UNLESS OTHERWISE NOTED. ALL SIGNING SHALL BE APPLIED WITH TOP CORNER OF 2" MANUFACTURER'S RECOMMENDED PAVE. SET SIGNING DETAIL SHEET C04.0

**CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES (GAS, WATER, AND SEWER) AND ALL OTHER UTILITIES AND AVOID DAMAGE TO ANY DISCONTINUED UTILITIES.**

**811**  
Know what's below.  
Call before you dig.

THE GOVERNOR OF ILLINOIS  
AND THE COMMISSIONERS OF THE  
DEPARTMENT OF TRANSPORTATION  
AND THE DEPARTMENT OF STATE  
AND THE DEPARTMENT OF REVENUE  
AND THE DEPARTMENT OF LAND  
AND NATURAL RESOURCES  
AND THE DEPARTMENT OF  
COMMUNITY DEVELOPMENT  
AND THE DEPARTMENT OF  
SOCIAL SERVICES  
AND THE DEPARTMENT OF  
TERRORISM PREVENTION  
AND THE DEPARTMENT OF  
MILITARY AFFAIRS  
AND THE DEPARTMENT OF  
POLICE AND SECURITY  
AND THE DEPARTMENT OF  
CORRECTIONS  
AND THE DEPARTMENT OF  
HUMAN SERVICES  
AND THE DEPARTMENT OF  
HEALTH SERVICES  
AND THE DEPARTMENT OF  
TECHNOLOGY

**24-HOUR CONTACT**  
PANDA FUL  
HAWAII  
807-477-5955

SCALE: 0" = 20 FEET

REGISTERED PROFESSIONAL ENGINEER  
STATE OF ILLINOIS  
NO. 021-00101  
DATE: 04/14/2021  
PROJECT: 18007093.01











PANDA EXPRESS, INC.  
1883 Ward Grove Ave.  
Rosemead, California  
91770  
Telephone: 626.279.9884  
Facsimile: 626.372.0266

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REVISIONS:

ISSUE DATE: 11-04-2020  
PC SUBMITTAL: 03-24-2020  
PC SUBMITTAL

DRAWN BY: CP/SMW

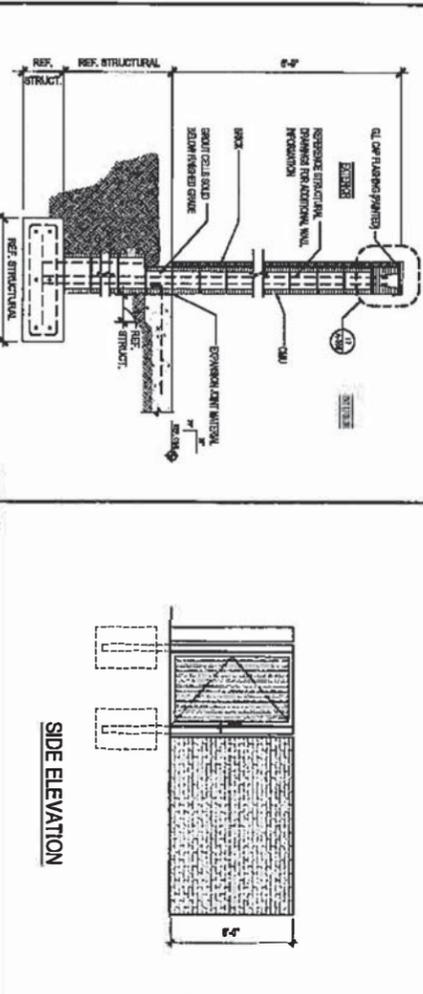
PANDA PROJECT # 02004  
ARCHITECT PROJECT # JOTT010445

**NORR**  
PANDA EXPRESS  
TRUW WAGN & WELDON INC  
7505 KINGSEY HIGHWAY  
WELLSBORO, VT 05087

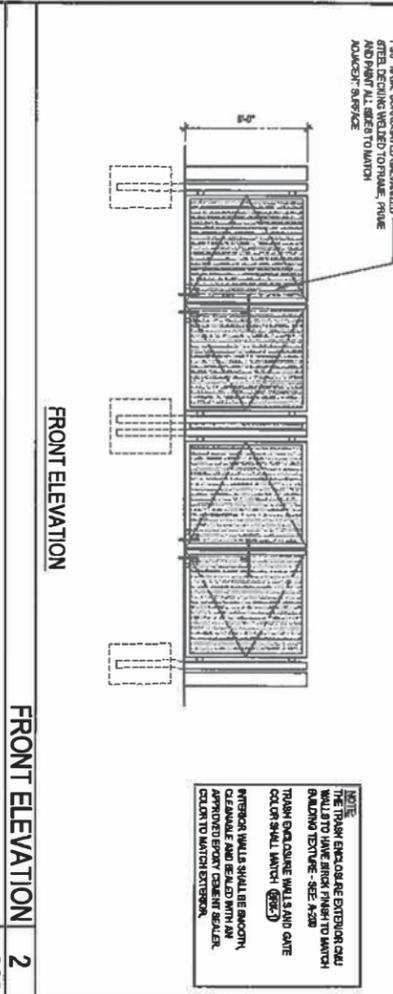
**A-300**

TRASH ENCLOSURE DETAILS

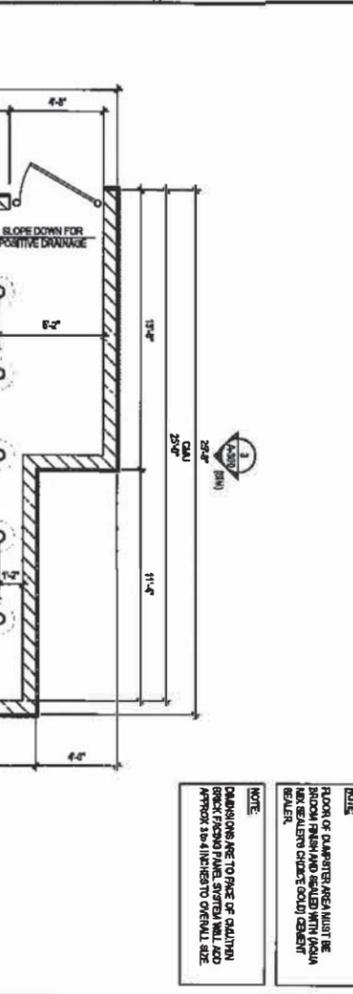
TRUW WAGN & WELDON 2020 (10)



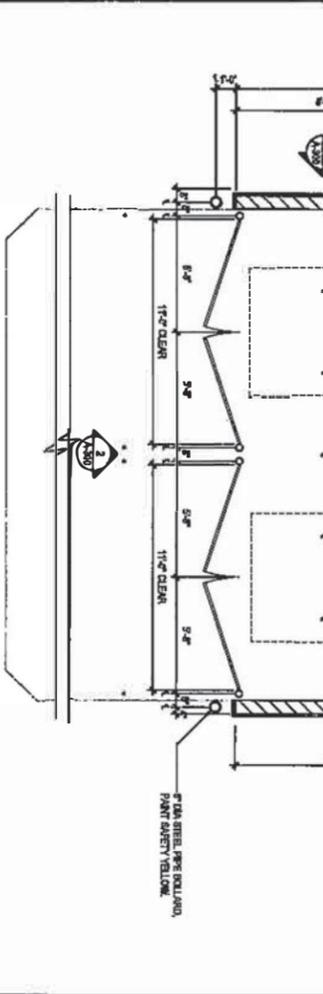
TRASH ENCLOSURE WALL SECTION 4  
Scale: 1/2" = 1'-0" A-300



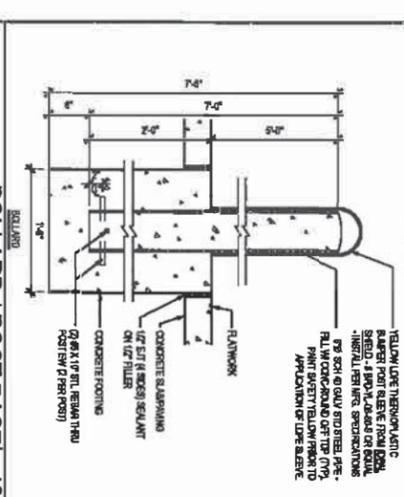
FRONT ELEVATION 2  
Scale: 1/4" = 1'-0" A-300



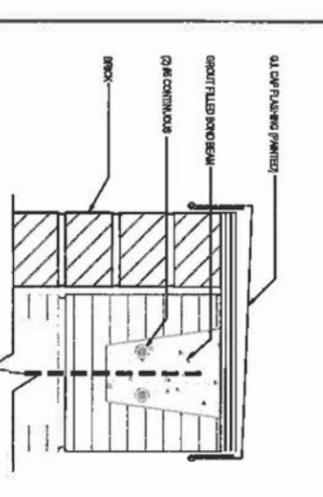
FRONT ELEVATION 1  
Scale: 1/4" = 1'-0" A-300



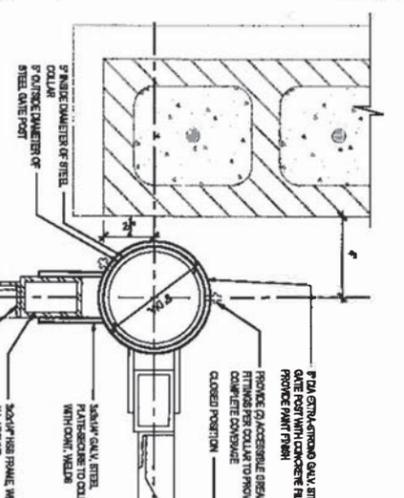
TRASH ENCLOSURE 1  
Scale: 1/4" = 1'-0" A-300



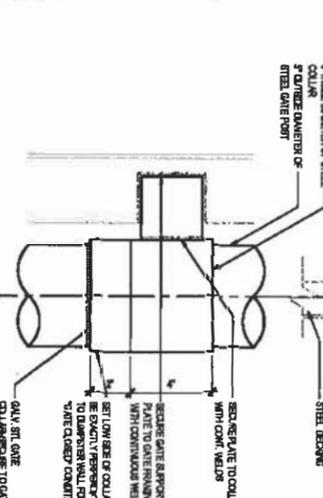
BOLLARD / POST BASE 18  
Scale: 1" = 1'-0" A-300



DUMPSTER CAP DETAIL 17  
Scale: 3/4" = 1'-0" A-300



HINGE DETAIL 13  
Scale: 3/4" = 1'-0" A-407



HINGE DETAIL 13  
Scale: 3/4" = 1'-0" A-407



Proposed Sign Package  
Willowbrook, IL  
7505 S. Kingery  
D7058

12.19.2018

Revisions:

- 01.07.2019 Added new site plan, removed rear and drive thru wall signs
- 01.08.2019 Added new site plan, added S8, added new elevations
- 03.04.2019 Added new site plan and changed S2 placement
- 03.12.2019 Added new site plan and added signs
- 03.27.2019 Removed short storefront lockup logo and drive thru left side lockup logo
- 03.28.2019 Added new site plan
- 10.30.2020 Added new site plan
- 11.02.2020 Adjusted code balances for S3, S4, S9
- 12.16.2020 Added S11
- 01.19.2021 Revised size of D8 faces, added brick base to monument
- 04.08.2021 Added new site plan

C59897



prioritysign

# Code Summary

SIGN	LOCATION	TYPE	HEIGHT	WIDTH	ALLOWED	PROPOSED	BALANCE
S1	SHORT STOREFRONT	STACKED RED LETTERSET	2'-6"	13'-5 1/2"	320	53.19	266.81
S2	ENTRANCE	LOCKUP LOGO	6'-0"	6'-0"	266.81	36	230.81
S3	BUILDING REAR	LOCKUP LOGO	6'-0"	6'-0"	230.81	36	194.81
S4	DRIVE THRU	LOCKUP LOGO	6'-0"	6'-0"	194.81	36	158.81
S9	STREET	MONUMENT	12'-0"	6'-0"	158.81	72	86.81

**NOTE: Exception required for two additional wall signs**

**Code Allowance**  
 1.25 sq ft X 256 = 320 sq ft allowed for entire lot.

<b>Elevation</b>	<b>Allowed</b>	<b>Elevation</b>	<b>Allowed</b>
Long Storefront	320 aggregate	Drive Thru	320 aggregate
Short Storefront	320 aggregate	Rear	320 aggregate

**Revisions:**

Removed S3 & S4 / KB / 1/19	Removed S2 and S3 / KB / 2/27/19
Added red note / KB / 2/19	Added Illuminated cabinets (0/20/20) PB
Added new signs / KB / 3/19	Adjusted code balances / PV / 10/2/2020

**File Location:** D:\m\clients\

**STND**  **AS**  **CR**  **EN**

**Date:** 12/19/2016

**Designer:** KB

**Ph: MC**

**City/State:** Willowbrook, IL

**Address:** 7505 S. Kinross

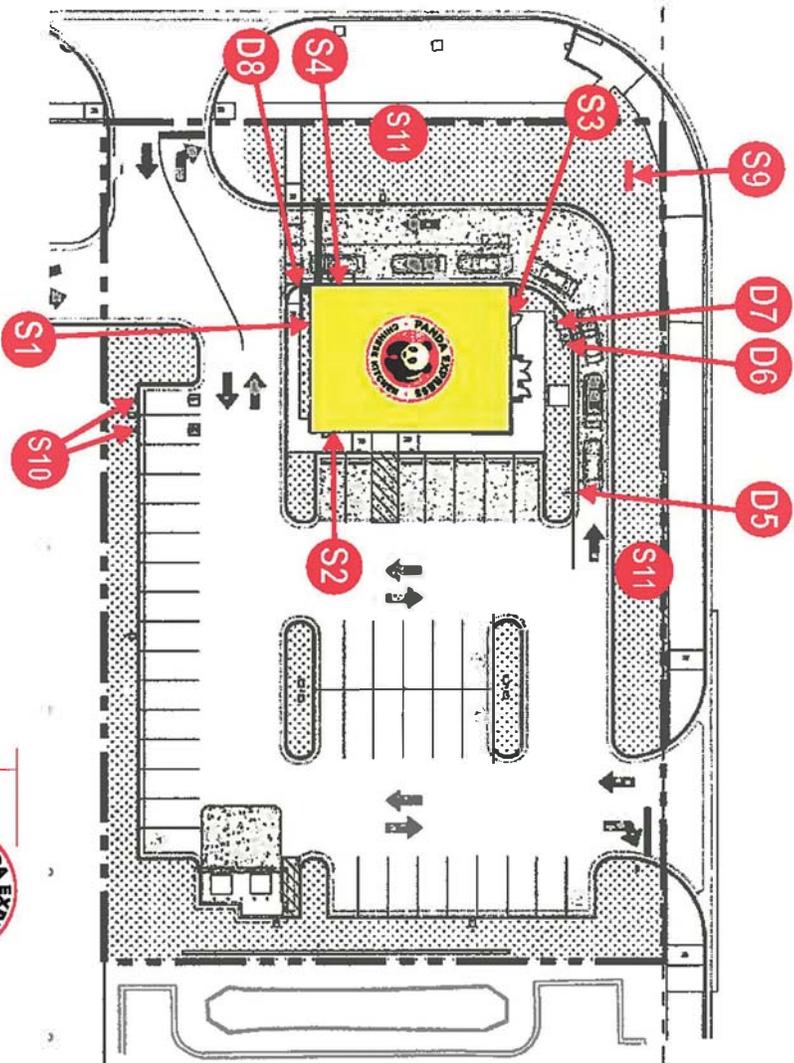
**Drawing #** C59897-6

**OE #** 120090



**prioritysign**

Site Plan



**PANDA**  
EXPRESS



S1 2'-6" stacked red letterset



S4 6' Lock Up Logo



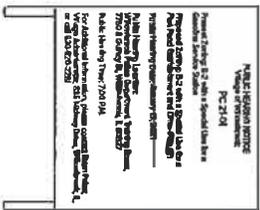
S9 12'-0" Monument



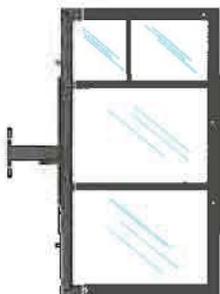
S10



S11



D7



D8



3'-6"



Revisions:

Added new site plan / NB / 12/20	Added new site plan / NB / 12/20
Added new site plan / NB / 12/19	Added new site plan / NB / 12/19
Added new site plan / NB / 12/19	Added new site plan / NB / 12/19
Added new site plan / NB / 12/19	Added new site plan / NB / 12/19

File Location:

STND	STND
CSTM	CSTM
AS	CR
EN	EN

Date: 12/19/2016

Designer: KB

City/State: Willowbrook, IL

Address: 7505 S. Kangary

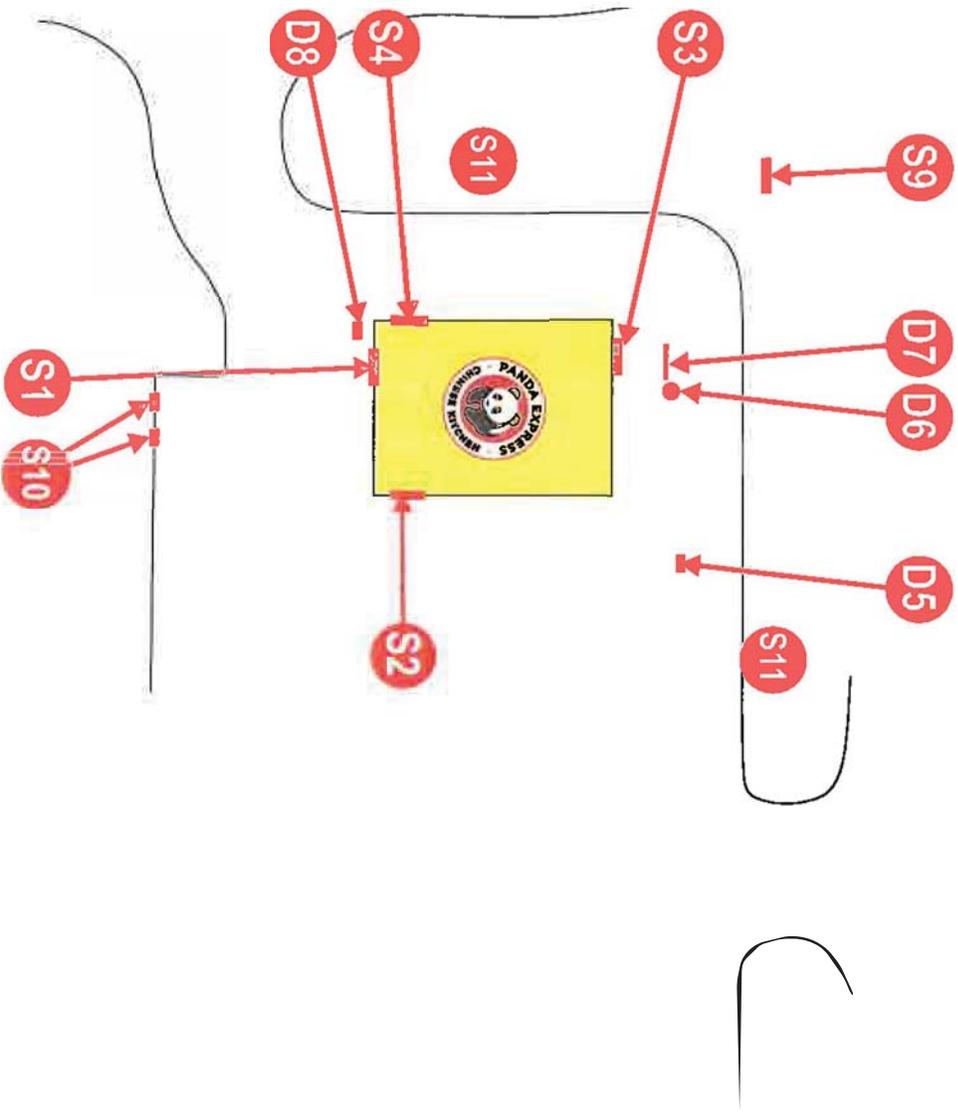
Drawing #

OE #

C59897-8

120350

# Site Plan



Revisions:  
 Added new site plan / KB / 1.7.19  
 Added new site plan / KB / 1.8.19  
 Added new site plan / KB / 3.4.19

File Location:  
 Drive/Client/  
 AS  CR  EN

STND  
 CSTM

Date: 12.15.2016  
 Designer: KB  
 PM: MC  
 City/State: Willowbrook, IL  
 Address: 7505 S. Kennedy

Drawing #  
 OE #  
**C59897-6**  
 12/23/16

# Elevations

Scale | 3/32" = 1'



Scale | 1/4" = 1'

SIGN	LOCATION	TYPE	HEIGHT	WIDTH	ALLOWED	PROPOSED	BALANCE
S1	SHORT STOREFRONT	STACKED RED LETTERSET	2'-6"	13'-5 1/2"	320	53.19	266.81



Revisions:  
 Added new elevation / KB / 1/19  
 Added S2 / KB / 3/19  
 Removed lockup legs, made letters red / KB / 3/20

Added new elevation (10/30/20) PS  
 X  
 X  
 X

File Location: D:\new Clients/  
 STND  
 CSTM

Date: 12/19/2018  
 Designer: KB  
 PK: MC  
 Address: 7505 S. Kingsley

Drawing #  
 C59897-4  
 120380

# Elevations

Scale | 3/32" = 1'



Scale | 1/4" = 1'

SIGN	LOCATION	TYPE	HEIGHT	WIDTH	ALLOWED	PROPOSED	BALANCE
S2	DRIVE THRU	LOCKUP LOGO	6'-0"	6'-0"	205.81	36	169.81

**Revisions:**

Added new elevation / KB / LB / R  
 Changed to drive thru elevation / KB / 3A19  
 Added S3 & S4 / KB / 31319

**Removed /**

lockup logo on left / KB / 32719  
 Added new elevation (0/20/20) / R

**File Location:**

Drive/Client/  
 AS

**STATUS:**

STUD  
 CSTM  
 CR  
 EN

**Date:**

12/19/2018

**City/State:**

Willowbrook, IL

**Designer:**

KB PJK/MC

**Address:**

7505 S. Kennedy

**Drawing #**

OE #

C59897-5

1/20/2018



prioritysign

# Elevations

Scale | 3/32" = 1'



Scale | 1/4" = 1'

SIGN	LOCATION	TYPE	HEIGHT	WIDTH	ALLOWED	PROPOSED	BALANCE
S3	DRIVE THRU	LOCKUP LOGO	6'-0"	6'-0"	230.81	36	194.81



prioritysign

Revisions:

Revised code	Revised by	Date	Description
X			
X			
X			

File Location: STND  
 Draw/Clients/ CSTM

Date: 10.30.2020

City/State: Willowbrook, IL

Designer: PB

PAK I/C: Address: 7505 S. Kingsley

Drawing #

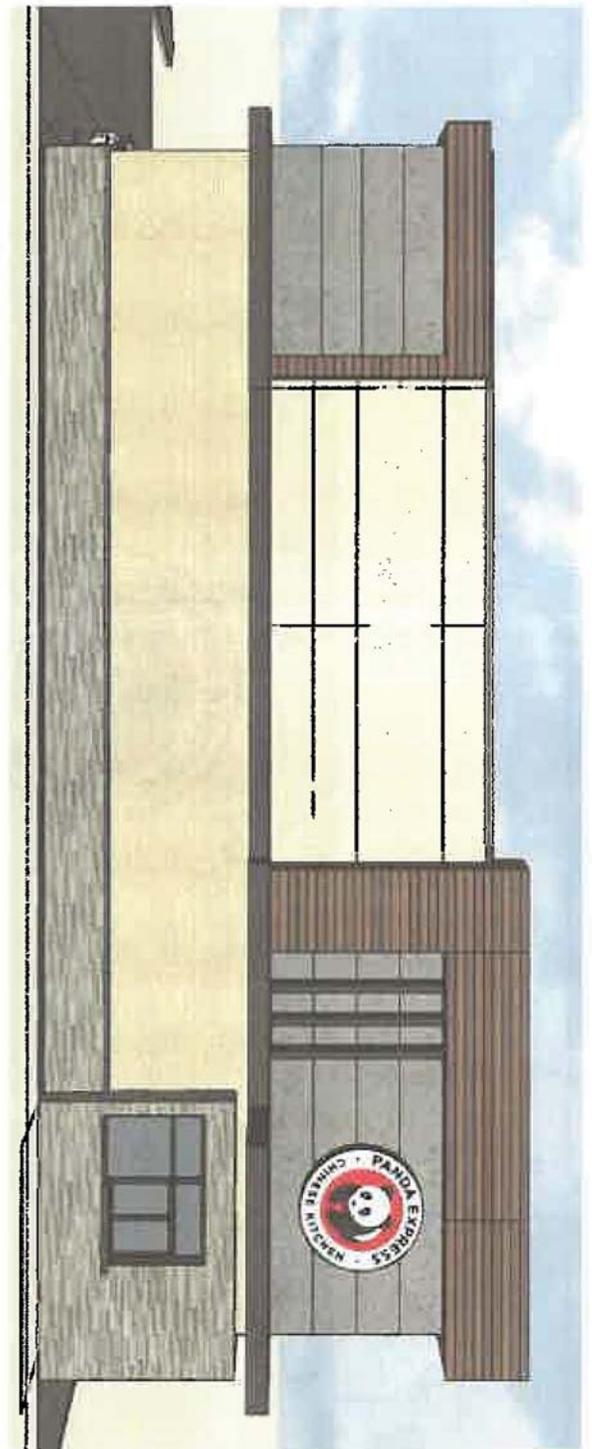
CE #

**C59897 - 1**

120380

# Elevations

Scale | 3/32" = 1'



Scale | 1/4" = 1'

SIGN	LOCATION	TYPE	HEIGHT	WIDTH	ALLOWED	PROPOSED	BALANCE
S4	DRIVE THRU	LOCKUP LOGO	6'-0"	6'-0"	194.81	36	158.81



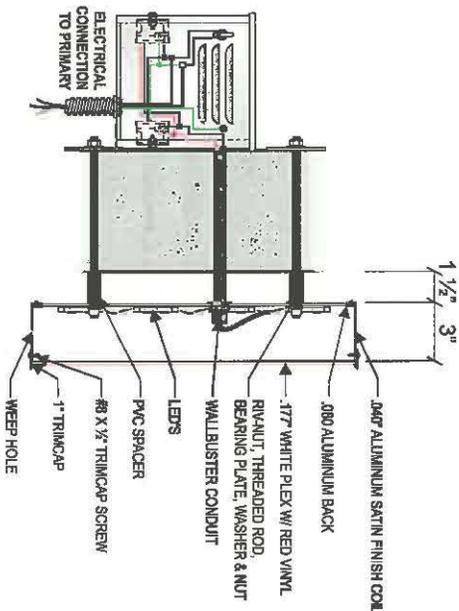
prioritysign

Revisions	File Locations	STUD	Date:	City/State:	Drawing #
Revised code balance   PV11022020	Dine/Counter	CSTM	10.30.2020	Willowbrook, IL	C59897-1
X	AS	CR	Designer: PB	Pkt. MC	OE #
X		EN		Address: 7505 S. Kinross	120380

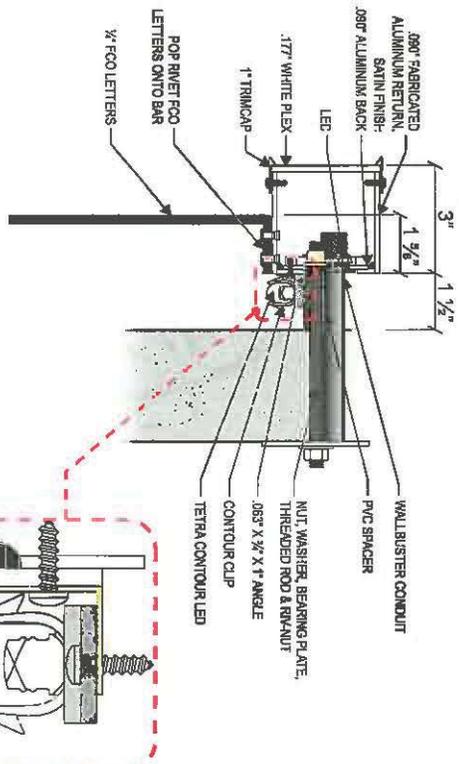
**S1**

**Red Face-Lit Letterset - Qty: 1**

Install new face-lit illuminated letterset pin-mounted to wall with aluminum FCO tagline.

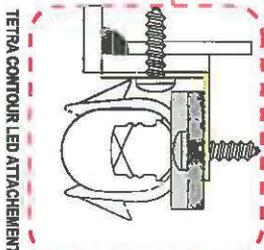


DUAL LIT CHANNEL LETTER



BAR W/ FCO LETTERS

NOTE: Add a tie wire to the clip that holds the LED strip in



TETRA CONTOUR LED ATTACHMENT

**GENERAL SPECIFICATIONS:**

**FACE-LIT LETTERS:**

FACES..... .177" WHITE #7328 PLEX W/ 1ST SURFACE 3M #3630-33 RED

TRIMCAP... 1" BLACK

RETURNS.. .040" X 3" BLACK / WHITE COIL PAINTED TO MATCH BLACK 7C, SATIN FINISH

BACKS..... .080" ALUMINUM

**BAR W/ FCO LETTERS:**

FACES......177" WHITE #7328 PLEX

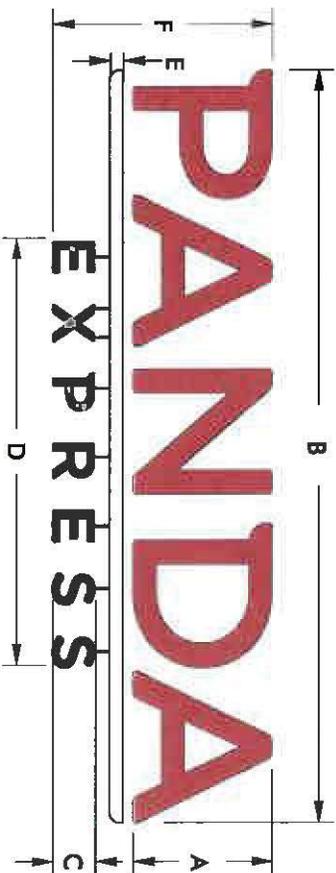
TRIMCAP.....1" WHITE

RETURNS......125" X 3" FABRICATED WHITE COIL RETURN, SATIN FINISH

BACKS......090" ALUMINUM, INTERIOR PAINTED WHITE

DOWNLIGHT...063" BRAKE FORMED ALUMINUM BOX BEHIND THE BAR WITH DOWNLIGHT LENS AND WHITE LED'S

EXPRESS......25" FCO ALUMINUM LETTER PAINTED TO MATCH BLACK 7C SATIN FINISH



PE-CL-30R	2'-6"	13'-5 1/2"	9 1/8"	7'-7 11/16"	2 13/16"	3'-11 1/4"	5:53:19
-----------	-------	------------	--------	-------------	----------	------------	---------



Revisions:			
X			X
X			X
X			X

File Location:	STND
Dwg/Clientz/	CSTM
AS	
CR	
EN	

Date:	10.30.2020
Designer:	PB
PK:	MC

City/State:	Willowbrook, IL
Address:	7505 S Kingsry

Drawing #	C59897
OE #	120080

S2

### Face Illuminated Lockup Logo - Qty: 1

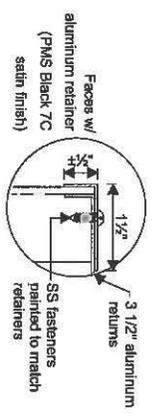
Install new face-tilt lockup logo as shown.

S3

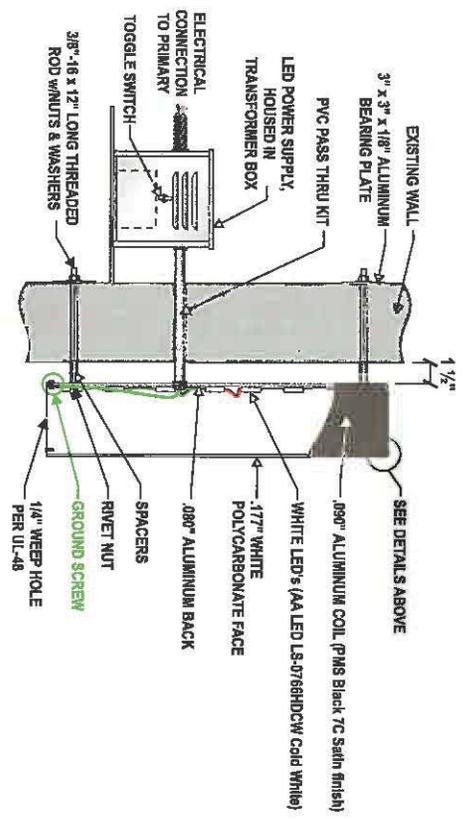
S4

#### GENERAL SPECIFICATIONS:

FACES:..... 1.77" WHITE POLYCARBONATE W/APPLIED VINYL GRAPHICS  
RETAINER:.. 1" BLACK TRIMCAP / 1 1/2" ALUMINUM RETAINER (SEE DETAILS BELOW)  
RETURNS:.. .040" X 3" BLACK / WHITE COIL PAINTED TO MATCH BLACK 7C SATIN FINISH



4'-0" AND OVER LOGO



#### COLOR SPECIFICATIONS FOR FACE



prioritysign

Revisions:		
X		
X		
X		

File Location:	STUD
Driver/Client:	CSTM
AS	CR
	EN

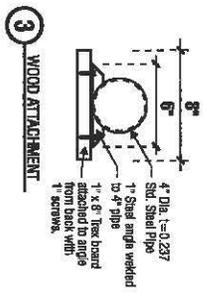
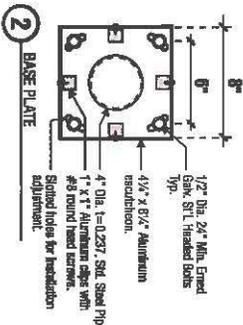
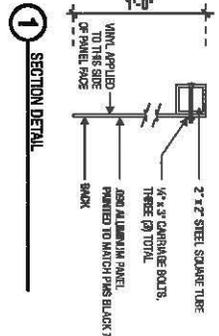
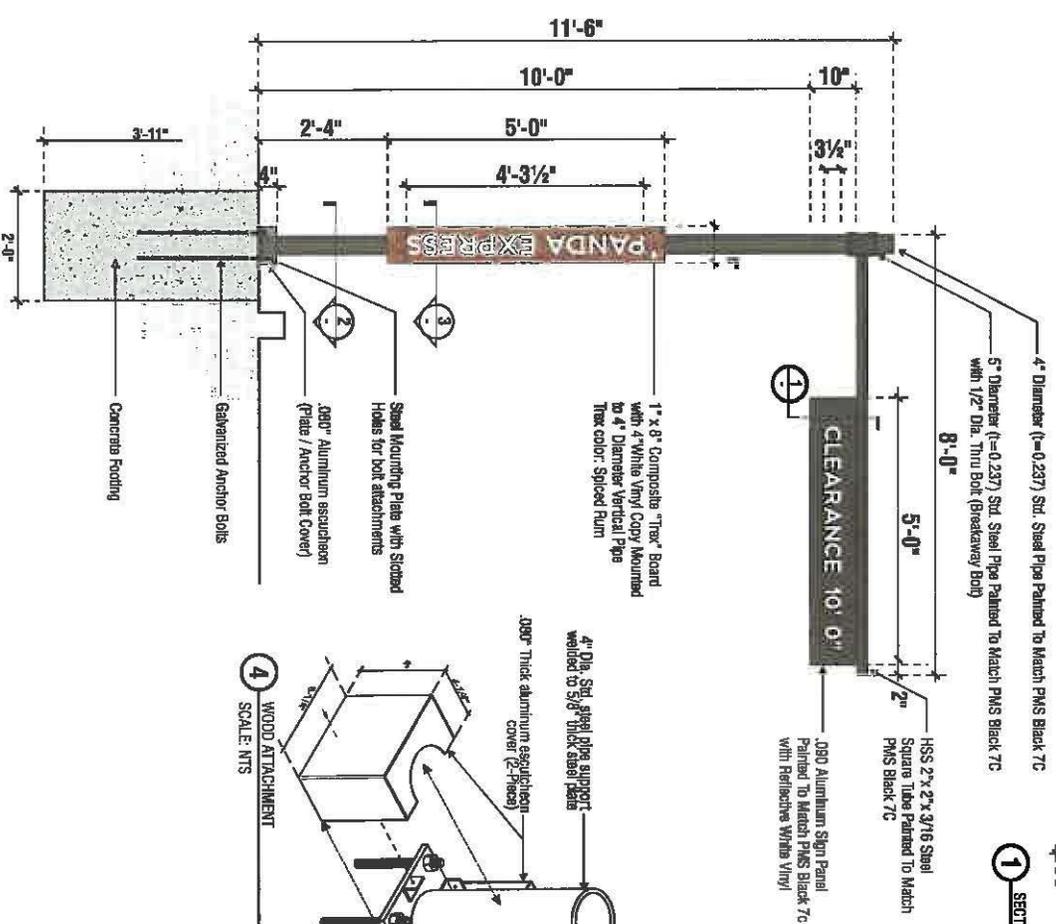
Date:	10.30.2020
Designer:	PB
PK: MC	

City/State:	Willowbrook, IL
Address:	7505 S Kinross

Drawing #	C59897
OE #	120300

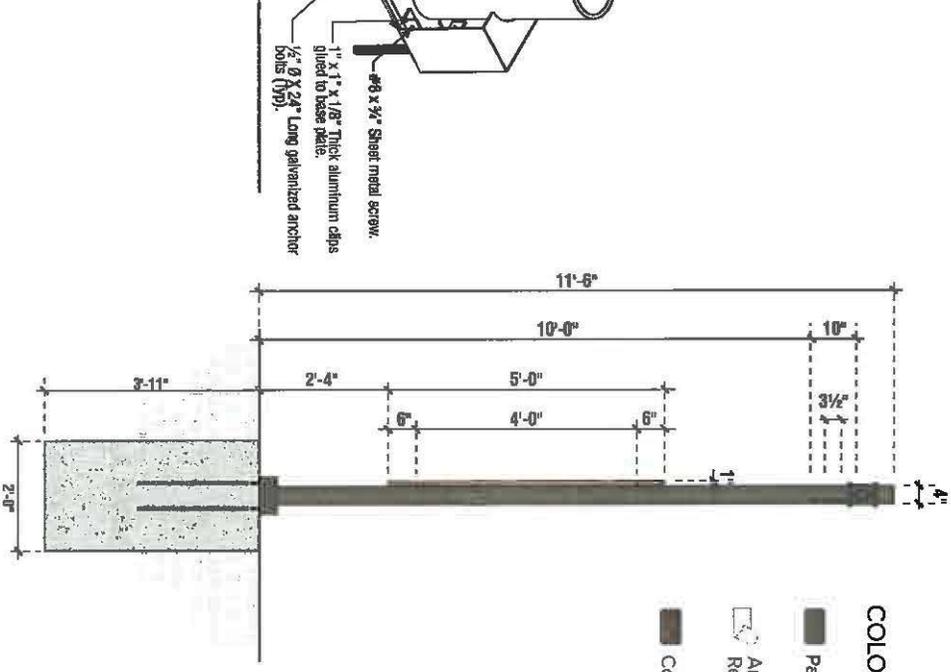
**DT-L Clearance Bar - (Qty: 1)**

Install new DT-L Clearance Bar sign. Refer to site plan for exact location.



**COLOR SPECIFICATIONS**

-  Painted to match PMS Black 7C
-  Ailon #4100-02 Reflective White Film
-  Composite "Trex" Board



**J** NON-ILLUMINATED CLEARANCE BAR  
QUANTITY: ONE (1) SET REQUIRED  
SCALE: 1:40

SIDE VIEW - NON-ILLUMINATED CLEARANCE BAR  
SCALE: 1:40



Revisions:

X		X
X		X
X		X
X		X

File Location:

AS	CR	EN	STND	CSTM
----	----	----	------	------

Date: 10.30.2020  
Designer: PB  
PM: MC

City/State: Willowbrook IL  
Address: 7505 S. Kingsley

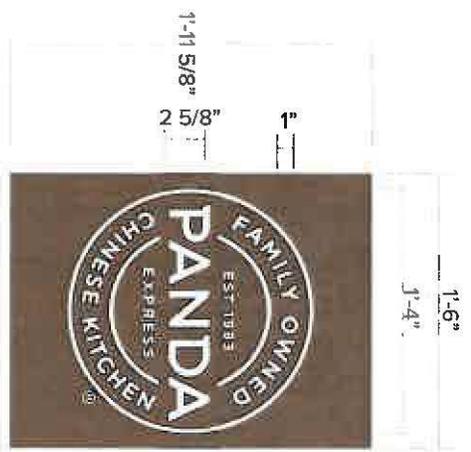
Drawing # **C59897**  
OE # **120390**

**D6**

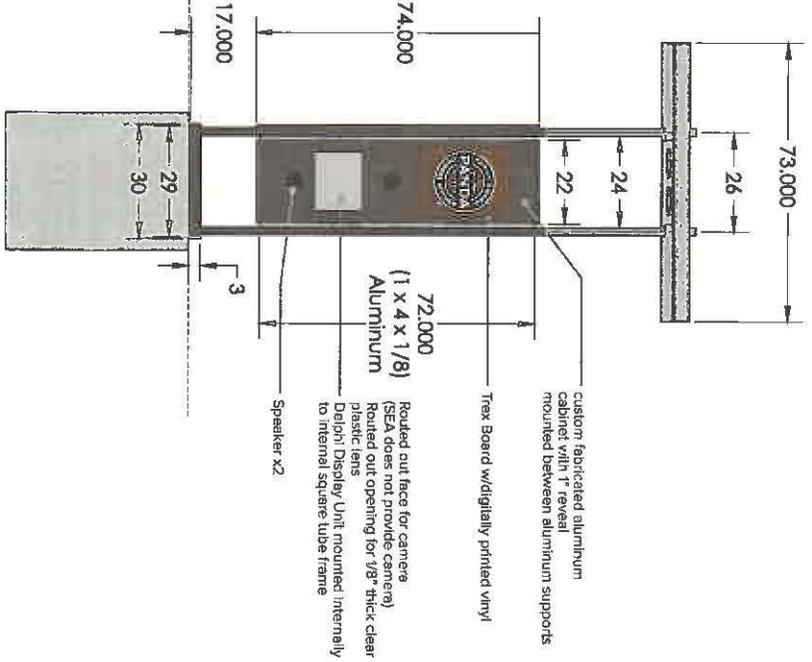
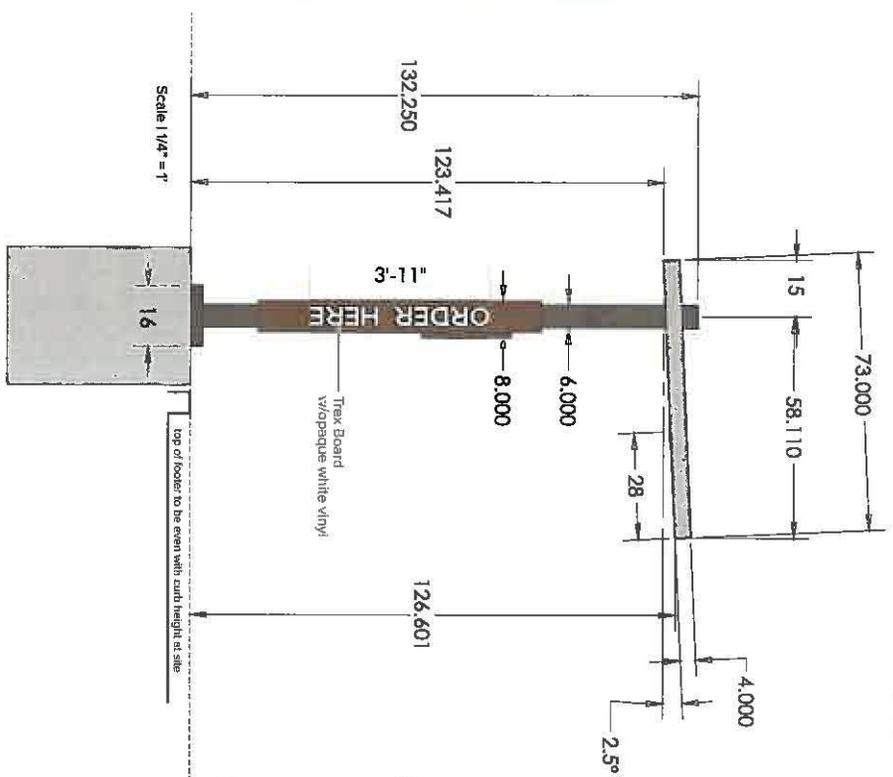
**DT COD Canopy - (Qty: 1)**

Install new DT COD Canopy per site plan for exact location.

**REFER TO CONSTRUCTION DRAWINGS FOR EXACT FOUNDATION & MANUFACTURING SPECIFICATIONS**



Trex Panel  
Scale 1" = 1'



**COLOR SPECIFICATIONS**

- Trex Board  
<https://www.lowes.com/pd/Trex-Transcend-12-ft-Spliced-Run-Composite-Fascia-Deck-Board/1000712838>
- Clear Vinyl Digitally Printed (FAMILY SEAL)
- Opaque White Vinyl (ORDER HERE TEXT ONLY)

**CABINET CANOPY PAINT COLORS**

- Aluminum painted to match PMS Black 7C
- Aluminum painted to match Matthews Brushed Silver



Revisions:

x		x
x		x
x		x

File Location:

Drive/Client/	STND
AS	CSTM
CR	
EN	

Date: 10.30.2020

Designer: PB

PM: MC

City/State: Willowbrook, IL

Address: 7505 S. Kinross

Drawing #

OE #

**C59897**

120380

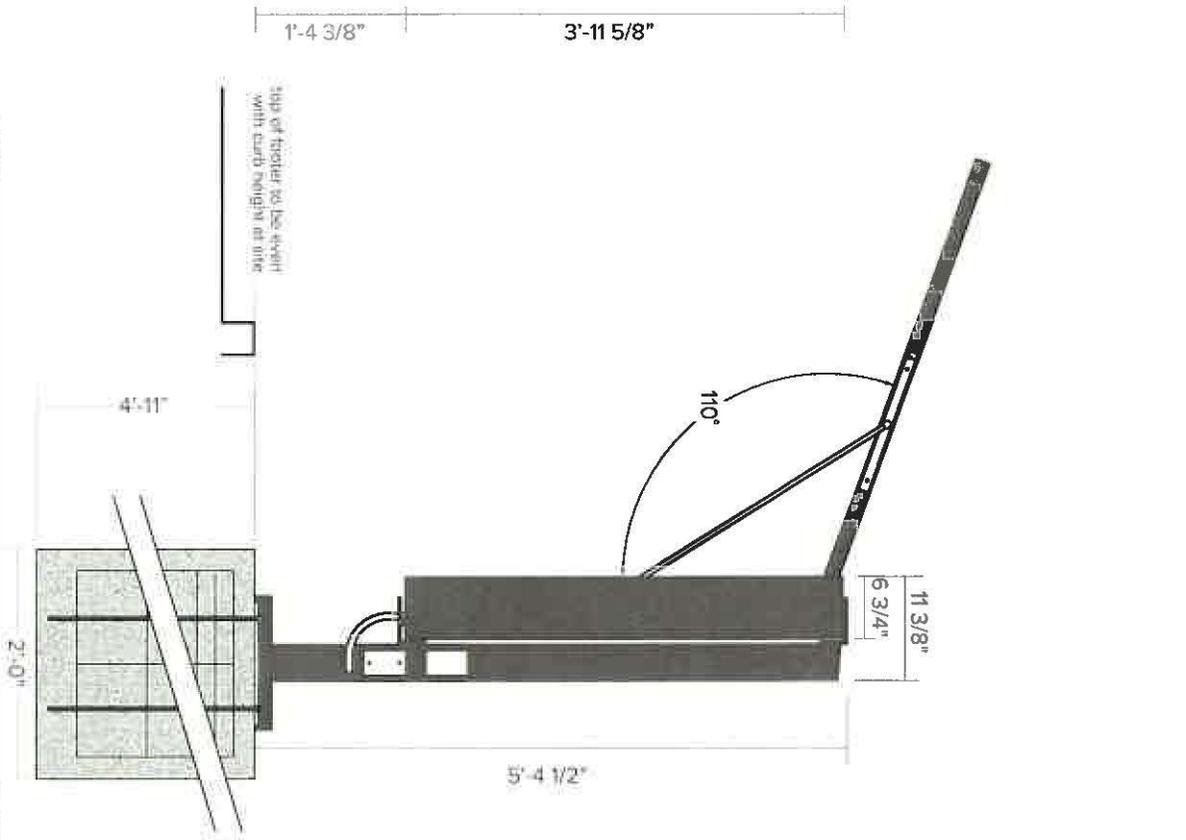
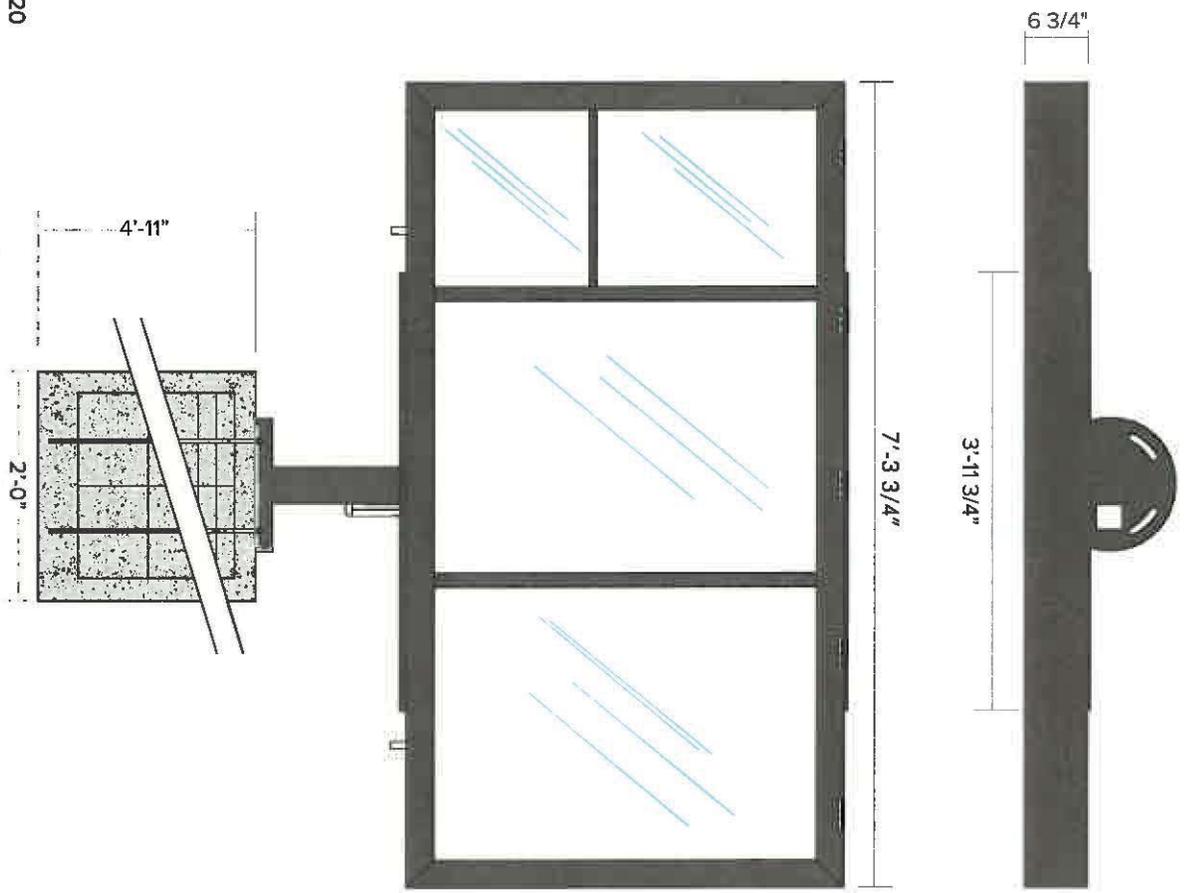
D7

**DT Menu Board - (Qty: 1)**

Install new DT Menu Board. Refer to site plan for exact location.

**COLOR SPECIFICATIONS**  
**MAIN CABINET**

Painted to match PMS Black 7C



Scale | 1:20



prioritysign

Revisions:		
X		X
X		X
X		X

File Location:	STND
Draw/Client/	CSTM

Date:	10.30.2020
Designer:	PB
PK: MC	

City/State:	Willowbrook, IL
Address:	7505 S. Kinross

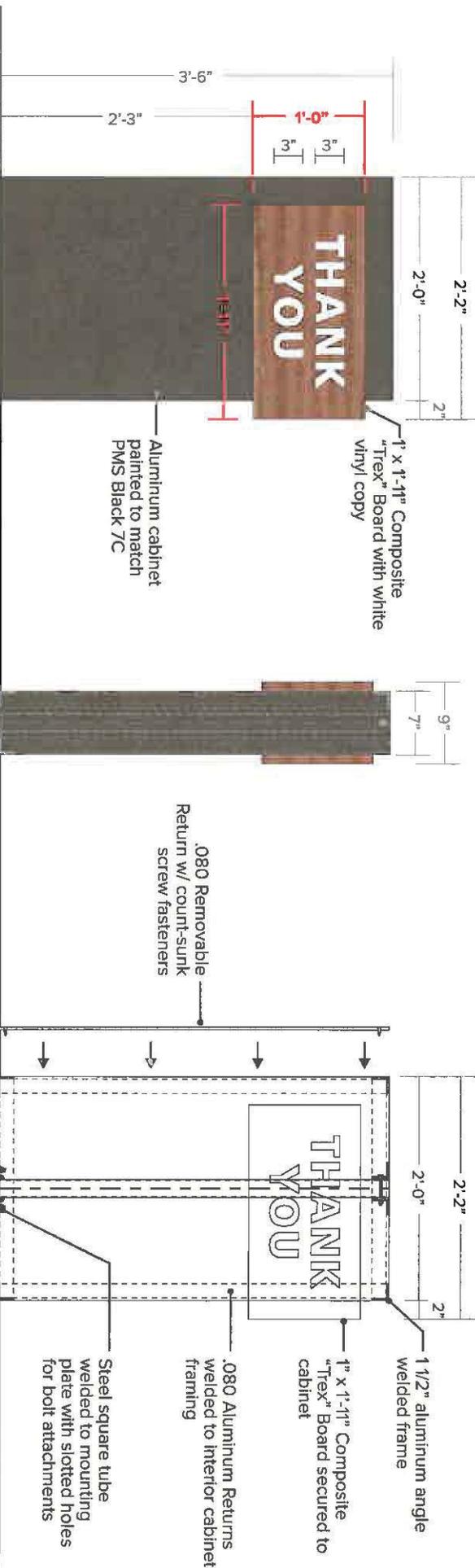
Drawing #	C59897
OE #	120380

D8

**Non-Illuminated Directional - (Qty: 1)**

Install new non-illuminated directional. Refer to site plan for exact location.

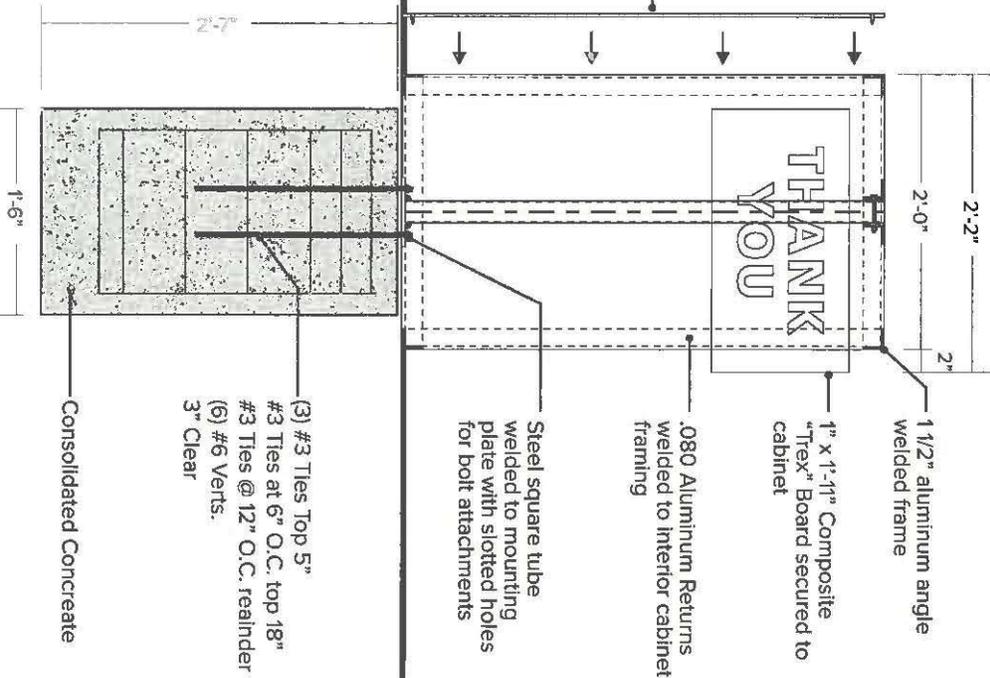
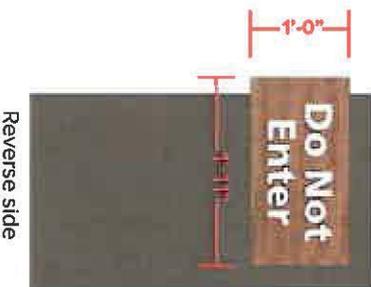
1'-0" x 1'-11" = 1.92 sq.ft.  
1.92 sq.ft. x 2 = **3.84 sq. ft. total**



Scale | 3/4" = 1'

**COLOR SPECIFICATIONS**

- PAINT**
  - PMS Black 7C
  - Composite "Trex" Board
- VINYL**
  - Arlon #4100-02 Reflective White Film



Revisions:

Calculated face sq ft - KB - 1/15/21	X
	X
	X

File Location: STND CSTM  
 Draw/Client/ AS CR BN

Date: 10.30.2020  
 Designer: PB PHL: MC

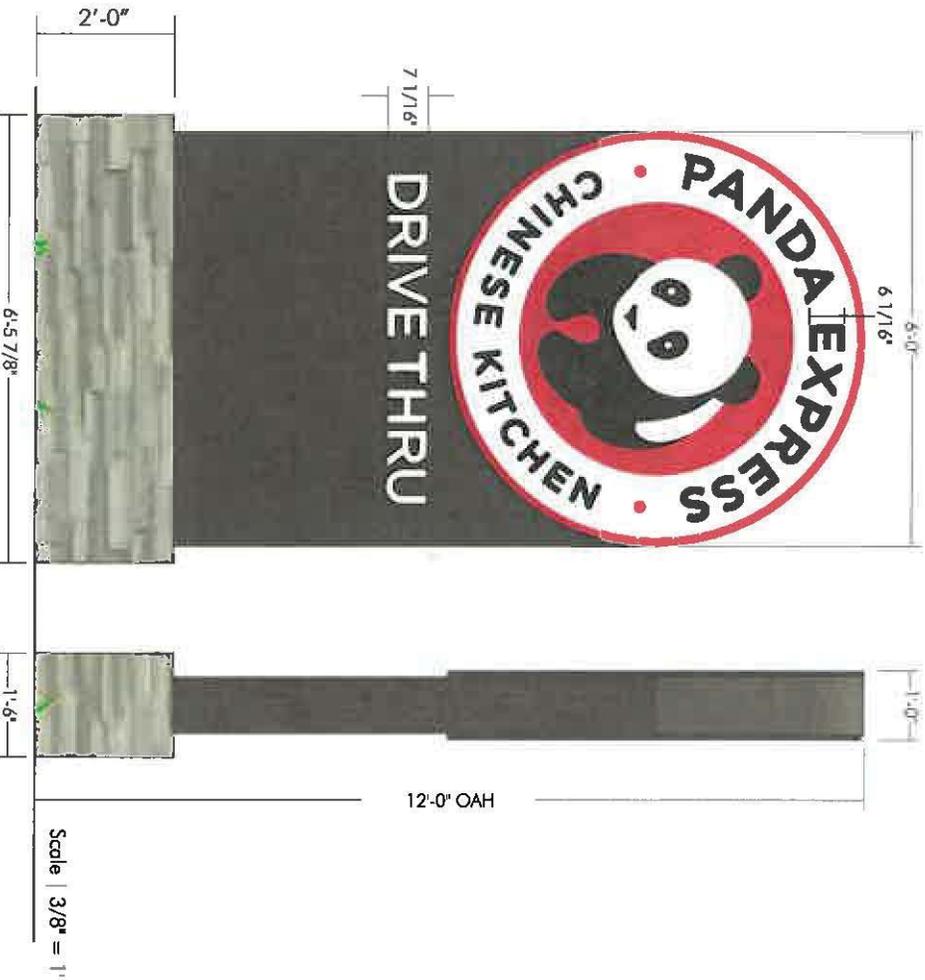
City/State: Willowbrook, IL  
 Address: 7505 S. Kinross

Drawing # C59897-1  
 OE # 142830

S9

### Custom Illuminated Monument - (Qty: 1)

Install new internally illuminated double-faced monument sign. Refer to site plan for exact location. Sign is custom due to height.



### COLOR SPECIFICATIONS

#### TOP CLADDING

- .080" Aluminum sign cladding  
Color: To match PMS Black 7C

#### RETAINER

- .080" Routed aluminum ring with .040" welded return  
Color: To match PMS Black 7C on return edge only  
To match PMS 711C on face

#### FACE

- .125" Routed aluminum cladding  
Color: To match PMS Black 7C

#### BASE/SKIRT

- Brick to match building

#### ILLUMINATED PANDA LOGO

- Bayer Makrolon .77"  
#7328 White LD Polycarbonate
- 3M Scotchlcal #3630-33 Rad film
- 3M #3630-22 Black film

#### "DRIVE THRU" COPY

- Bayer Makrolon .77"  
#7328 White LD Polycarbonate

Scale | 3/8" = 1'



Revisions:		
Changed to brick base - KB - 128,828	X	
	X	
	X	

The Location:  STND  CSTM

Draw/Client/  AS  CR  EN

Date: 12.19.2016

Designer: KB

PM: MC

City/State: Willowbrook, IL

Address: 7505 S. Kinross

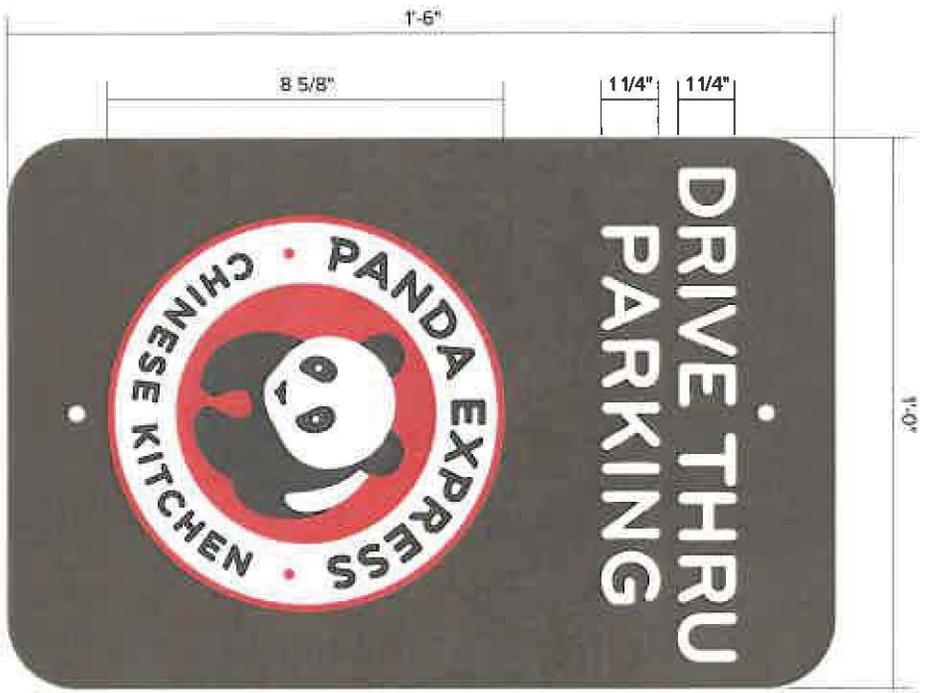
Drawing # **C59897-1**

OE # 120380

**S10**

**Aluminum Parking Panel - (Qty: 2)**

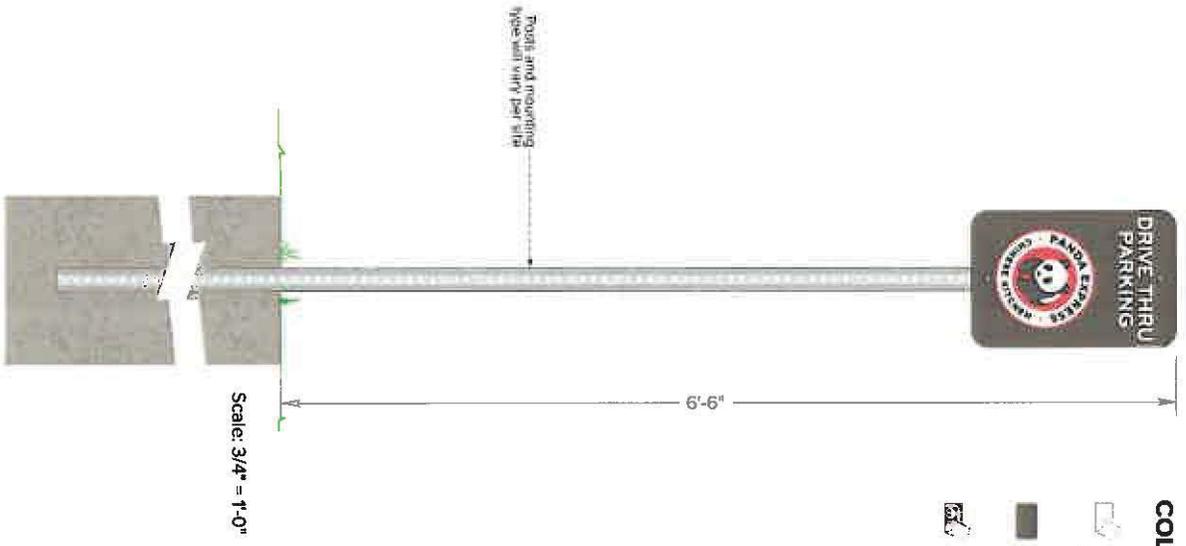
Install new aluminum parking panels to existing posts OR with new posts.  
 Refer to site plan for exact location.  
 Verify ground mounting type.



Scale | 1:4

PE-Park-DT

- COLOR SPECIFICATIONS**
- 3M #680-10 White Scotchlite reflective vinyl
  - Background printed to match PMS Black 7C
  - Digitally printed graphics



prioritysign

Revisions:	Revised cpy / NB / 3.27.19	X
X		X
X		X
X		X

File Location:	STUD
Drive/Client/AS	CSTM
CR	
EN	

Date:	12.19.2018
Designer:	KB
PK: MC	

City/State:	Willowbrook, IL
Address:	7505 S. Kinross

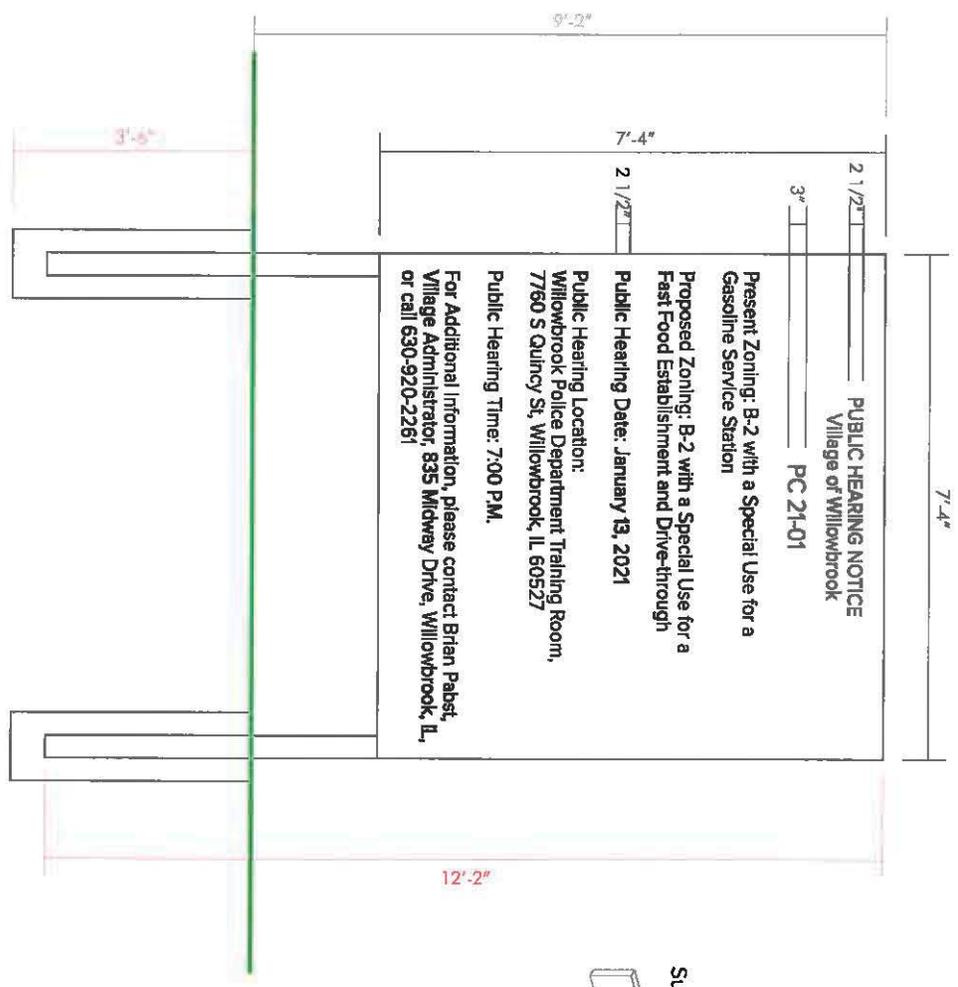
Drawing #	C59897-1
OE #	

S11

### Custom S/F Post and Panel Sign (Qty: 2)

Install new custom s/f post and panel signs as shown. 4" square wood posts painted white with 1/2" thick white MDO panel with black vinyl graphics applied. Faces to be screw mounted to posts. Direct bury.

Scale | 3/8" = 1'



- Substrate: 1/2" White MDO
- Vinyl: 3M Scotchlcal #3630-22 Black

Revisions:	Added to book	18 - 06.16.2020
X	X	X
X	X	X
X	X	X

File Location: STND CSTM

AS CR EN

Date: 12.19.2016

Designer: KB PML MC

City/State: Willowbrook, IL

Address: 7505 S. Kinross

Drawing # C59897

CE # 120380





# WILLOWBROOK PANDA EXPRESS

## PANDA PROJECT #D7058

### 7505 KINGERY HIGHWAY

### WILLOWBROOK, IL 60527

## FINAL ENGINEERING PLANS

### DEVELOPMENT TEAM

**CURRENT OWNER**  
TRIE NORTH ENERGY, LLC  
1638 BROADWAY ROAD  
BIRCHVILLE, OH 44141  
PHONE: (440) 764-4200  
CONTACT: IVAN HOSKVO

**DEVELOPER**  
PANDA EXPRESS, INC.  
1883 WALNUT GROVE AVENUE  
ROSEMARE, CA 91770  
PHONE: (947) 477-6175  
FAX: (928) 372-8238  
CONTACT: HANNA VALA

**CIVIL ENGINEER/SURVEYOR/ LANDSCAPE ARCHITECT**  
ATWELL, LLC  
1280 EAST IDEAL ROAD, SUITE 300  
PAPERVILLE, IL 60080  
PHONE: (815) 877-4800  
FAX: (815) 877-4800  
CONTACT: BRUN STYCK, P.E.

**ARCHITECT**  
NORR  
150 W. JEFFERSON AVENUE, SUITE 1300  
DETROIT, MI 48225  
PHONE: (313) 324-5985  
CONTACT: DIANA MERVAY

**SEWER**  
DISPAGE COUNTY PUBLIC WORKS  
421 N. COUNTY FAIRM ROAD  
WHEATON, IL 60157  
PHONE: (630) 407-4800  
CONTACT: EDWARD BAJWA

**ELECTRIC**  
COMMON WEALTH EDITION  
PHONE: 1 (877) 428-8331

**GAS**  
NORR - WATCH AND PROTECT  
PROJECT ENGINEER  
PHONE: (313) 324-5985  
CONTACT: RAHIL

**TELEPHONE**  
AT&T  
PHONE: (800) 573-5987  
CONTACT: ROBERT GILBERT

**COMCAST**  
PHONE: (224) 228-5948  
CONTACT: ROBERT STROLL

### PANDA EXPRESS STANDARD NOTES:

1. THE GEOTECHNICAL INVESTIGATION PREPARED BY TERRAPAC CONSULTANTS, INC. DATED 12/28/2020 AND ANY SUBSEQUENT ADDENDUMS IS CONSIDERED PART OF THE CONTRACT DOCUMENTS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONSULT THE REPORTS RECOMMENDATIONS AND FINISHES WITH THE OWNER, ENGINEER AND ARCHITECT PRIOR TO CONSTRUCTION. IMPLEMENTATION OF THE REPORT'S RECOMMENDATIONS MAY REQUIRE THE CONTRACTOR TO PERFORM ADDITIONAL WORK NOT SHOWN ON THE CIVIL PLANS INCLUDING BUT NOT LIMITED TO EXCAVATION, REMEDIATION, DEWATERING, COMPACTION ETC. CONSTRUCTION.
2. CONTRACTOR SHALL COORDINATE AND VERIFY LOCATION OF ALL SIGNAGE WITH OWNER PRIOR TO CONSTRUCTION.
3. CONTRACTOR SHALL COORDINATE AND ADJUST LOCATION OF LOOP DETECTORS TO AVOID UTILITY CONFLICTS PRIOR TO CONSTRUCTION.
4. CONTRACTOR SHALL ENSURE 100% COVERAGE OF ALL LANDSCAPED AREAS WITHIN LIMITS OF WORK, INCLUDING POTENTIAL OFF-SITE AREAS. COVERAGE SHALL INCLUDE BOTH LANDSCAPING AND IRRIGATION.

### GOVERNING AGENCIES & UTILITY CONTACTS

**MUNICIPALITY/ZONING**  
VILLAGE OF WILLOWBROOK  
835 MIDWAY DRIVE  
WILLOWBROOK, IL 60027  
PHONE: (630) 820-2235  
CONTACT: JANN CHOI

**SOIL EROSION/STORMWATER ENGINEERING DEPARTMENT**  
835 MIDWAY DRIVE  
WILLOWBROOK, IL 60027  
PHONE: (630) 820-2235  
CONTACT: DAN LYNCH

**WATER SEWER**  
VILLAGE OF WILLOWBROOK WATER DIVISION  
835 MIDWAY DRIVE  
WILLOWBROOK, IL 60027  
PHONE: (630) 820-2235  
CONTACT: ANDREW PASSERO

**DISPATCH**  
DISPAGE COUNTY PUBLIC WORKS  
421 N. COUNTY FAIRM ROAD  
WHEATON, IL 60157  
PHONE: (630) 407-4800  
CONTACT: EDWARD BAJWA

**ELECTRIC**  
COMMON WEALTH EDITION  
PHONE: 1 (877) 428-8331

**GAS**  
NORR - WATCH AND PROTECT  
PROJECT ENGINEER  
PHONE: (313) 324-5985  
CONTACT: RAHIL

**TELEPHONE**  
AT&T  
PHONE: (800) 573-5987  
CONTACT: ROBERT GILBERT

**COMCAST**  
PHONE: (224) 228-5948  
CONTACT: ROBERT STROLL

### LEGAL DESCRIPTION

FIRST AMERICAN TITLE INSURANCE COMPANY  
COMMITMENT NO. NCS-8584-CL-E  
COMMITMENT DATE: AUGUST 28, 2020

THE NORTH 170.0 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 28 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF WILLIAMSBURG, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 102.85 FEET EAST OF THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4, THENCE EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 283.24 FEET; THENCE SOUTH, ALONG A LINE PARALLEL WITH THE EAST RIGHT OF WAY LINE OF SAID STATE ROUTE 83, A DISTANCE OF 170 FEET; THENCE WEST, ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 283.24 FEET TO THE EAST RIGHT OF WAY LINE OF SAID STATE ROUTE 83, WHICH POINT IS 192.47 FEET EAST OF THE EAST RIGHT OF WAY LINE OF SAID STATE ROUTE 83, A DISTANCE OF 170.0 FEET TO THE POINT OF BEGINNING, IN DISPAGE COUNTY, ILLINOIS.

### BENCHMARKS:

**SOURCE BENCHMARK:**  
NSG 035 - PD (DC289)  
TO BEACH THE STATION FROM THE INTERSECTION OF 83 RD AND P. PARALLEL ROAD, GO EAST ALONG PLUMBED ROAD FOR APPROXIMATELY 65 FT. (60.0 FT. TO THE INTERSECTION OF PLUMBED ROAD AND WILSON STREET).

**ELEVATION: 732.88 (NAD 83)**

**SITE BENCHMARKS AND CONTROL:**  
BULL ROCK:

SET BENCHMARK ON THE SOUTHWEST CORNER OF 75TH STREET AND ROUTE 83, ON A HYDRANT ON THE EAST SIDE OF 75TH STREET, EAST OF THE INTERSECTION OF 75TH STREET AND ROUTE 83, ROBERT KINGERY HIGHWAY, 28' EAST OF THE INTERSECTION OF 75TH STREET AND ROUTE 83, ROBERT KINGERY HIGHWAY, 28' EAST OF THE BACK OF CURB OF ROUTE 83.

**ELEVATION: -719.59 (NAD 83)**

**CONTROL #1:**  
SET CONTROL FROM ROD AT THE SOUTHWEST CORNER OF 75TH STREET AND ROUTE 83, BACK OF CURB OF ROUTE 83.

**N: -1862623.25 (NAD 83)**  
**E: -1080603.22 (NAD 83)**

**CONTROL #2:**  
SET OUT "X" IN A CONCRETE SIDEWALK ON THE EAST SIDE OF ROUTE 83, ROBERT KINGERY HIGHWAY, 289' SOUTH OF THE INTERSECTION OF 75TH STREET AND ROUTE 83, ROBERT KINGERY HIGHWAY, 28' EAST OF THE BACK OF CURB OF ROUTE 83.

**N: -1862617.41 (NAD 83)**  
**E: -1080602.92 (NAD 83)**

**CONTROL #3:**  
SET OUT "X" IN A CONCRETE SIDEWALK ON THE SOUTH SIDE OF 75TH STREET, 315' EAST OF THE INTERSECTION OF 75TH STREET AND ROUTE 83, ROBERT KINGERY HIGHWAY, AND 7' NORTH OF A TREE TRUNK.

**N: -1862623.25 (NAD 83)**  
**E: -1080603.22 (NAD 83)**

### SITE INFORMATION:

STREETS MARKED WITH AN ASTERISK WARY FROM THE VILLAGE CODE AND WILL REQUIRE A VARIANCE.

JURISDICTION: VILLAGE OF WILLOWBROOK  
ZONING DISTRICT: P-2 COMMUNITY SHOPPING

**SITE AREA CALCULATIONS:**  
TOTAL SITE AREA: 1.03 ACRES  
PERMISSIBLE AREA: 0.71 ACRES  
IMPERMISSIBLE AREA:

**RESTAURANT BUILDING AREA:** 2,300 SF  
**TRAFFIC ENCLASURE AREA:** 207 SF  
**TOTAL BUILDING AREA:** 2,507 SF

**MIN. LOT AREA:** 2,0 ACRES  
**MIN. LOT WIDTH:** 200'  
**MIN. LOT DEPTH:** 200'

**MAX. LOT COVERAGE:** 50%  
**MAX. BUILDING HEIGHT:** 30'  
**MAX. FLOOR AREA RATIO:** 0.50

**EXISTING BUILDING SETBACK:**  
FRONT (WEST): 100'  
SIDE (WESTERN): 30'  
SIDE (EASTERN): 30'  
REAR (EAST): 40'

**PROPOSED BUILDING SETBACK:**  
FRONT (WEST): 60'  
SIDE (WESTERN): 100'  
SIDE (EASTERN): 50'  
REAR (EAST): 40'

**PROPOSED:** 61.5', 61.5', 110', 283.24'

**PHOTOMETRICS:** PHOTOMETRICS DESIGNED BY OTHER FIRM LOCATIONS ARE SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL VERIFY FINAL LOCATIONS WITH PHOTOMETRICS PLAN AND OWNER PRIOR TO CONSTRUCTION.

**PARKING DATA:**

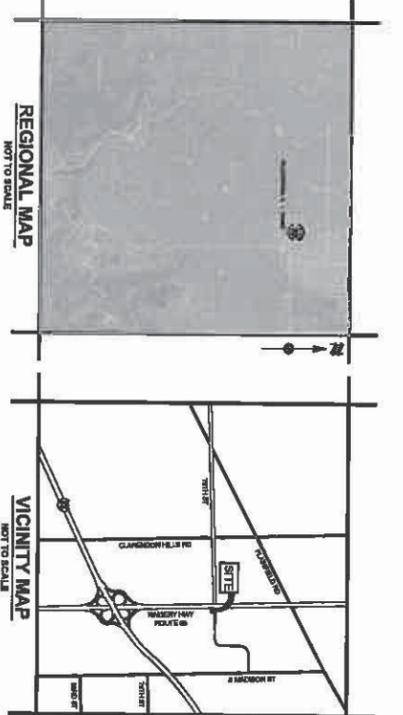
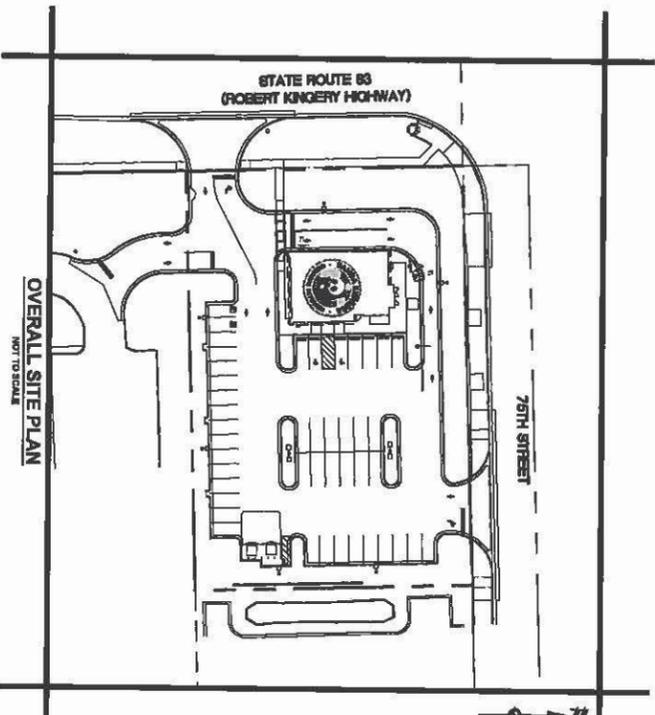
LOADING BERTH	REQUIRED	PROVIDED
0	0	0

**REQUIRED PARKING CALCULATION:**  
1) PARKING SPACE PER 100 SF OF FLOOR AREA  
1) PARKING SPACE PER 100 SF = 23 SPACES

**TOTAL REQUIRED SPACES:** 23 SPACES

**PROVIDED:**  
REGULAR (8' X 19') OR (8' X 21') DRIVE TRUCK PICKUP (8' X 19') ADA (8' X 21')

**TOTAL PROVIDED SPACES:** 44 SPACES



### SHEET INDEX

C01.0	COVER SHEET
C01.1	GENERAL NOTES
C01.2	GENERAL NOTES
C02.0	EXISTING CONDITIONS
C02.1	DEMOLITION PLAN
C03.0	SOIL EROSION AND SEDIMENTATION CONTROL PLAN
C03.1	SOIL EROSION AND SEDIMENTATION CONTROL NOTES AND DETAILS
C04.0	SITE LAYOUT PLAN
C04.1	DETAILED SITE LAYOUT PLAN
C05.0	GRADING PLAN
C05.1	DETAILED GRADING
C06.2	STORM SEWER PLAN
C07.0	UTILITY PLAN
C07.1	DETAILED UTILITY PLAN
C08.0	CONSTRUCTION DETAILS
C08.1	CONSTRUCTION DETAILS
C08.2	CONSTRUCTION DETAILS
C08.3	CONSTRUCTION DETAILS
C08.4	CONSTRUCTION DETAILS
C08.5	CONSTRUCTION DETAILS
C08.6	CONSTRUCTION DETAILS
C08.7	CONSTRUCTION DETAILS
L01.0	LANDSCAPE PLAN
L01.1	LANDSCAPE NOTES AND DETAILS



PANDA EXPRESS, INC.  
1883 WALNUT GROVE AVE.  
ROSEMARE, CALIFORNIA  
91770  
Telephone: (626) 379-8688  
Facsimile: (626) 372-2288

**REVISIONS:**

VILLAGE PLAN REV. #1	01/19/2021
VILLAGE PLAN REV. #2	01/27/2021
IDOT PLAN REV. #1	04/09/2021
VILLAGE PLAN REV. #4	04/14/2021

**ISSUE DATE:** 11/20/2020  
**PC SUBMITTAL:** 03/24/2021  
**PC SUBMITTAL #2:** 03/24/2021

DESIGNED BY: LEI  
PANDA PROJECT # 07018  
ATWELL PROJECT # 18000789.01

**NORR**

**ATWELL**

**PANDA EXPRESS**

**COVER SHEET**

**C01.0**







PANDA EXPRESS, INC.  
1883 Walnut Grove Ave.  
Rosemead, California  
Telephone: 626.798.8888  
Facsimile: 626.772.8288

REVISIONS:  
VALUAGE PLAN REV. #1 01/18/2002  
VALUAGE PLAN REV. #2 01/27/2002  
DOT PLAN REV. #1 04/09/2002  
VILLAGE PLAN REV. #1 04/14/2002

DATE: 11/29/2001  
PC SUBMITTAL # 03242021  
PC SUBMITTAL # 03242021

DRAWN BY: LEH

PANDA PROJECT # D7029  
ATWELL PROJECT # A1000792.01

NORR

ATWELL

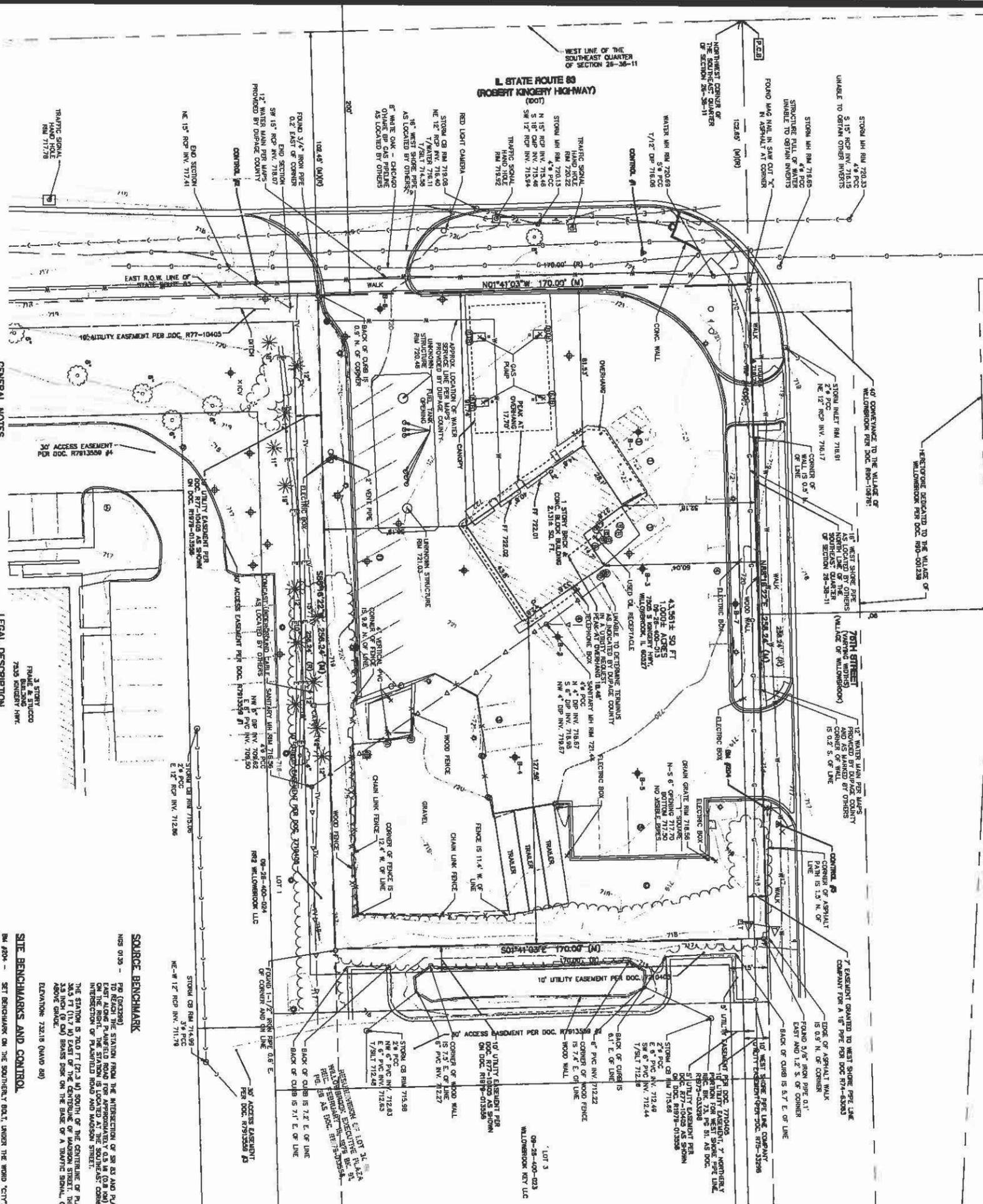
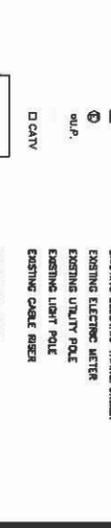
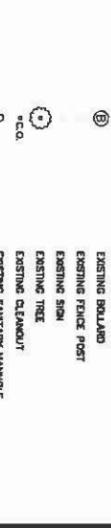
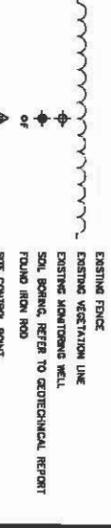
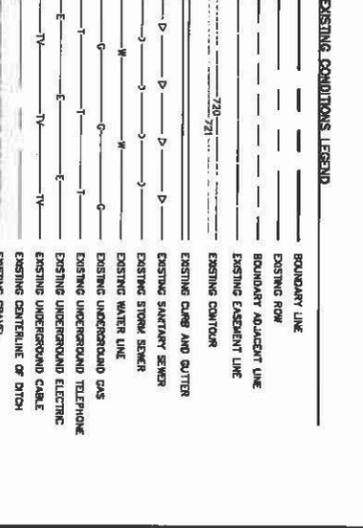
PANDA EXPRESS

WARRN & WELLCOME 2300  
7365 WINSTON HIGHWAY  
WILLOWBROOK, IL 60527

EXISTING CONDITIONS

C02.0

CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES (COAXIAL AND CONSTRUCTION AND ALERT ENGINEER TO ANY DISCREPANCIES IMMEDIATELY.



**GENERAL NOTES**

1. EXISTING UTILITIES AND POINTS IN FIELD AND REPORT ANY DISCREPANCIES IMMEDIATELY TO THE ENGINEER.
2. CALL 811 (COMMUNAL UTILITY ALERT) NATIONAL UNDERGROUND UTILITY LOCATION SERVICE FOR FIELD LOCATION OF UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
3. NO DIMENSIONS SHOULD BE ASSUMED BY SCALAR.
4. ZONE: MND 83 (2011 ILL. CO.), MAND 83.

**LEGAL DESCRIPTION**

3 STORY FRAME & STUCCO  
7365 WINSTON HWY.

FIRST AMERICAN TITLE INSURANCE COMPANY  
COMMITMENT NO. NS-098941-01  
COMMITMENT DATE: AUGUST 28, 2008

THE NORTH 7365 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LIVING EAST OF THE EAST RIGHT OF WAY OF THE ROBERT KINGSLEY HIGHWAY, 20' EAST OF THE BACK OF CURB OF ROUTE 83, ELEVATION 722.18 (QAND 83)

**SITE BENCHMARKS AND CONTROL**

BM 8704 - SET BENCHMARK ON THE SOUTHWEST CORNER OF THE INTERSECTION OF ROUTE 83 AND PLANNED ROAD, 60 FEET EAST ALONG PLANNED ROAD FOR APPROXIMATELY 60 FEET (0.24 MI) TO THE INTERSECTION OF PLANNED ROAD AND WINSTON STREET.  
ELEVATION - 721.38 (QAND 83)

CONTROL #1 - SET CAPED IRON NAIL AT THE SOUTHWEST CORNER OF 73TH STREET AND ROUTE 83.  
ELEVATION 721.38 (QAND 83)

CONTROL #2 - SET CAPED IRON NAIL AT THE SOUTHWEST CORNER OF 73TH STREET AND ROUTE 83.  
ELEVATION 721.38 (QAND 83)

CONTROL #3 - SET CAPED IRON NAIL AT THE SOUTHWEST CORNER OF 73TH STREET AND ROUTE 83.  
ELEVATION 721.38 (QAND 83)

CONTROL #4 - SET CAPED IRON NAIL AT THE SOUTHWEST CORNER OF 73TH STREET AND ROUTE 83.  
ELEVATION 721.38 (QAND 83)

**811**  
Know what's below.  
Call before you dig.

24-HOUR CONTACT  
PANDA ILL  
HARRN YVA  
847-677-9285

SCALE: 1" = 20 FEET

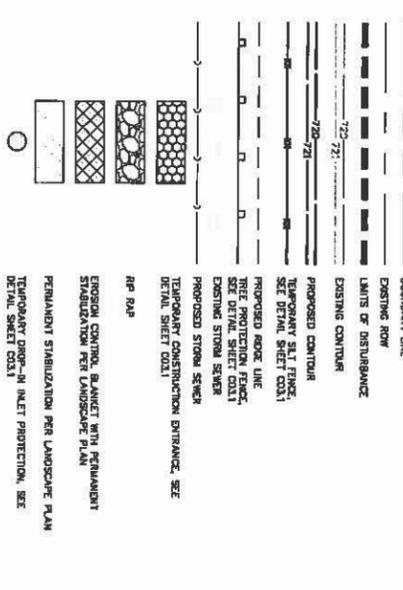
ROBERT KINGSLEY HIGHWAY  
REGISTERED PROFESSIONAL ENGINEER  
STATE OF ILLINOIS  
DATE: 04/14/2002  
DATE: 11/20/2001

NOT FOR CONSTRUCTION





**SOIL EROSION AND SEDIMENTATION CONTROL LEGEND**

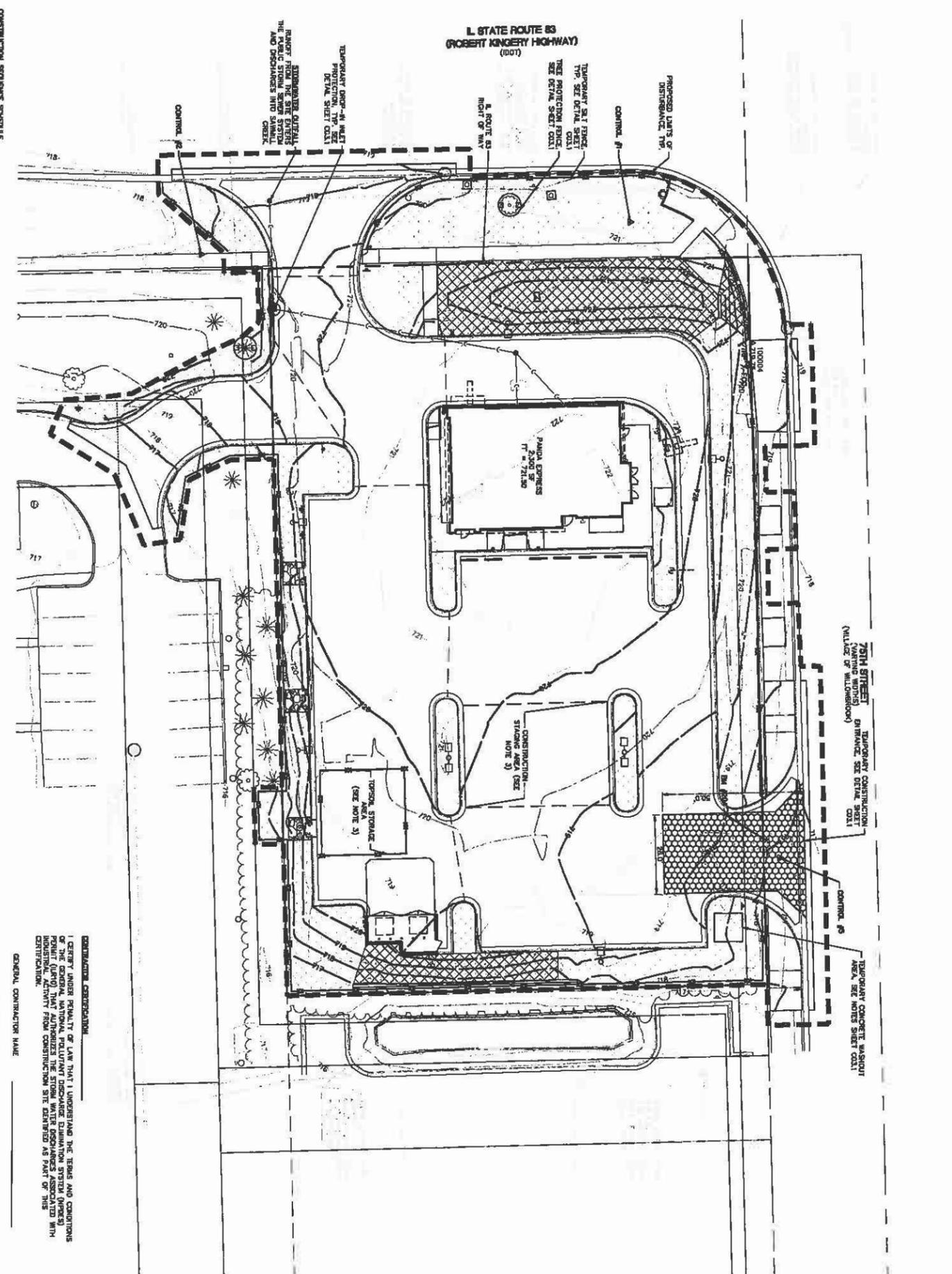


**NOTES:**

- SEE SHEET C031 FOR EROSION CONTROL NOTES AND DETAILS.
- EROSION CONTROL BLANKET SHALL BE INSTALLED WHERE SHOWN. EROSION CONTROL BLANKET IS NOT NECESSARY IN AREAS OF SOIL, WALLOP, OR PILES.
- THE LOCATIONS OF CONSTRUCTION STAGING AREA AND TOPSOIL STORAGE ARE SUBJECT TO CHANGE PER CONTRACTOR. STAGING AREAS SHALL BE CLEANED IMMEDIATELY. CONSTRUCTION TRAILERS, TEMPORARY PARKING, AND ITEMS SUCH AS SOLID WASTE RECEPTACLES, SWAINTRY FACILITIES, SUPPLIES, AND STORAGE SHALL BE PLACED IN THESE AREAS. NECESSARY TOPSOIL STORAGE SHALL BE ENCLOSED WITH SILT FENCE.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CLEAN AND MAINTAIN ALL EROSION CONTROL MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ANY OTHER EXISTING STABILIZED SURFACE WITHIN THE LIMITS OF DISTURBANCE. SILT FENCE SHALL BE CLEANED IMMEDIATELY WHERE APPROPRIATE. ANY WATER USED FOR CLEANING OF SLOTTED SILT FENCE SHALL BE COLLECTED FROM LEAVING THE LIMITS OF DISTURBANCE AND DISCHARGED TO THE STORM SEWER DRAINAGE SYSTEM. SEE SHEET C031 FOR CONSTRUCTION DETAIL.
- ALL SOIL DISTURBANCE SHALL BE LOCATED WITHIN THE LIMITS OF DISTURBANCE.

SITE DATA TABLE	
TOTAL PROJECT AREA (ACRES)	1.00
TOTAL DISTURBED AREA (ACRES)	1.3
EXISTING IMPERVIOUS AREA (ACRES)	0.8
PROPOSED IMPERVIOUS AREA (ACRES)	0.7

NOTE: THE EROSION CONTROL PLAN DOES NOT CONSTITUTE A COMPLETE STORM WATER POLLUTION PREVENTION PLAN (SWPPP). THE CONTRACTOR IS RESPONSIBLE FOR DEVELOPING A COMPLETE SWPPP. THE SWPPP SHALL BE SUBMITTED TO THE COUNTY OF WILLOWSBROOK FOR REVIEW AND APPROVAL. THE SWPPP SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL BE MADE AVAILABLE TO ANY INSPECTOR REQUESTING IT.



- CONSTRUCTION SEQUENCE SCHEDULE**
- INSTALLATION OF SOIL EROSION AND SEDIMENT CONTROL S/2/C MEASURES
    - INSTALL STABILIZED CONSTRUCTION DISTANCE
    - INSTALL SILT FENCE
    - INSTALL INLET TRAP PROTECTION AT EXISTING STORM STRUCTURES
  - TREE REMOVAL, WHERE NECESSARY (CLEAN & GRUB).
  - REMOVE EXISTING BUILDING AND STRUCTURES.
  - CONTRACTOR TO LOCATE EXISTING UTILITY LOCATIONS WITHIN SITE AND INSTALL EROSION CONTROL MEASURES AS NECESSARY.
  - START CONSTRUCTION OF BUILDING PAD AND UTILITIES.
  - INSTALL INLET PROTECTION AS EACH STORM STRUCTURE IS INSTALLED.
  - INSTALL TEMPORARY SEEDING WITHIN ONE BUSINESS DAY OF FINANCING THROUGHOUT CONSTRUCTION, DESIGNATED AREAS THAT WILL BE MAINTAIN FOR 14 DAYS OR MORE.
  - INSTALL PAVEMENT.
  - PERMANENTLY STABILIZE ALL AREAS.
  - REMOVE ALL TEMPORARY S/2/C MEASURES AFTER THE SITE IS STABILIZED WITH VEGETATION.
- \* SOIL EROSION AND SEDIMENT CONTROL MAINTENANCE MUST OCCUR EVERY WEEK AND WITHIN 24 HOURS OF THE END OF A STORM OR BY THE END OF THE FOLLOWING BUSINESS DAY AFTER EVERY DAY OF AN OCCASIONAL RAINFALL EVENT.

**811**  
Know what's below.  
Call before you dig.

NOTICE: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE COUNTY OF WILLOWSBROOK AND THE STATE OF ILLINOIS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE COUNTY OF WILLOWSBROOK AND THE STATE OF ILLINOIS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE COUNTY OF WILLOWSBROOK AND THE STATE OF ILLINOIS.

24-HOUR CONTACT:  
PANDA P.I.  
HAKKI YALA  
847-477-5225

SCALE: 1" = 20 FEET



**CONTRACTOR CERTIFICATION**

I, CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONWIDE PRELIMINARY DISCHARGE EQUIPMENT SYSTEM (NIDES) INDUSTRIAL ACTIVITY FROM CONSTRUCTION SITE DERIVED AS PART OF THIS CERTIFICATION.

GENERAL CONTRACTOR NAME: \_\_\_\_\_

GENERAL CONTRACTOR ADDRESS: \_\_\_\_\_

GENERAL CONTRACTOR TELEPHONE: \_\_\_\_\_

GENERAL CONTRACTOR SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

SUBCONTRACTOR NAME: \_\_\_\_\_

SUBCONTRACTOR ADDRESS: \_\_\_\_\_

SUBCONTRACTOR TELEPHONE: \_\_\_\_\_

SUBCONTRACTOR SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**OWNER CERTIFICATION**

I, CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE RECEIVED BY ME OR MY DESIGNATED REPRESENTATIVE IN ACCORDANCE WITH A SYSTEM DESCRIBED IN THE NIDES. I HAVE REVIEWED THE INFORMATION AND I AM SURE THAT THE INFORMATION SUBMITTED IS TRUE AND CORRECT. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPROBATION FOR MAKING FALSIFICATIONS.

OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

**PANDA EXPRESS CHINESE KITCHEN**

PANDA EXPRESS, INC.  
1085 Wilbur Grove Ave.  
Rosemead, California  
91770  
Telephone: 626.798.8888  
Facsimile: 626.372.8288

**NOT FOR CONSTRUCTION**

ISSUE DATE: 11/20/2020  
PC SUBMITTAL #: 03/24/2021  
FC SUBMITTAL #: 03/24/2021

DRAWN BY: LKH

PANDA PROJECT #: 07058  
ATWELL PROJECT #: 18009780.01

**NORR**

**ATWELL**  
2700 WILLOWSBROOK AVENUE  
WILLOWSBROOK, IL 60097  
630.270.0000

**PANDA EXPRESS**  
WARREN & WELLS RD 2300  
7300 KINERGY HIGHWAY  
WILLOWSBROOK, IL 60227

**SOIL EROSION AND SEDIMENTATION CONTROL PLAN**  
C03.0

TRUE WARR & WELLS CD/ME 2300

**SOIL EROSION AND SEDIMENTATION CONTROL NOTES**

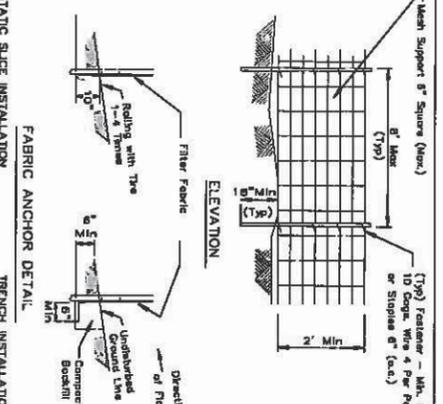
1. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSPECTED IN ACCORDANCE WITH THE CONDITIONS OF APPROVAL. GENERAL NOTES PRESENT.
2. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED AND REPAIRED AS NECESSARY AT NO ADDITIONAL COST TO THE OWNER.
3. THE EROSION CONTROL MEASURES INCLUDED IN THIS PLAN SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD.
4. THE CONTRACTOR SHALL CONTROL EROSION AND SEDIMENTATION THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD.
5. PUBLIC OR PRIVATE ROWWAYS SHALL BE KEPT CLEAR OF ACCUMULATED SEDIMENT. IF SEDIMENT HAS BEEN TRACKED OUT FROM THE SITE, THE CONTRACTOR SHALL REMOVE THE SEDIMENT FROM THE PUBLIC OR PRIVATE ROWWAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD.
6. ALL DISCHARGES FROM EROSION CONTROL MEASURES SHALL BE TREATED AS FOLLOWS:
  - a. ALL DISCHARGES SHALL NOT INCLUDE VISIBLY FLOATING SOLIDS OR FOAM.
  - b. ALL DISCHARGES SHALL NOT INCLUDE VISIBLY OILY OR GREASY MATERIALS.
  - c. ALL DISCHARGES SHALL NOT INCLUDE VISIBLY OILY OR GREASY MATERIALS.
  - d. ALL DISCHARGES SHALL NOT INCLUDE VISIBLY OILY OR GREASY MATERIALS.
7. GENERAL CONTRACTOR SHALL REMOVE ALL TEMPORARY PAVING AND STORMWATER MANAGEMENT MEASURES FROM THE SITE AS SOON AS THE PERMANENT PAVING AND STORMWATER MANAGEMENT MEASURES ARE IN PLACE.
8. ALL WORK, WATER CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC., SHALL BE PERFORMED IN A MANNER THAT DOES NOT CAUSE EROSION OR SEDIMENTATION.
9. SLOTTED OR AND OTHER ASSURING MATERIALS AND DRAINAGE SYSTEMS SHALL BE MAINTAINED ON SITE OR REMOVED AS SOON AS THEY ARE NO LONGER NEEDED.
10. DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
11. ALL ON-SITE STORM DRAINAGE SHALL BE PROTECTED AGAINST SEDIMENTATION WITH STORM BARRIERS, FILTER FABRIC, OR EQUIVALENT MEASURES AS SHOWN ON THESE PLANS.
12. EROSION SHALL BE PREVENTED BY INSTANT WEATHER CONDITIONS, STABILIZATION OF DISTURBED AREAS MUST BE INITIATED WITHIN ONE (1) WORKING DAY OF PERMANENT OR TEMPORARY STABILIZATION OF SUCH DISTURBED AREAS AND SHALL BE COMPLETED AS SOON AS POSSIBLE. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
13. THE EROSION CONTROL PLAN SHALL BE ADAPTED TO ALL DISTURBED AREAS WITHIN THE CONSTRUCTION SITE. ALL MEASURES INVOLVING EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
14. ALL DISTURBED AREAS, AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO THE ELEMENTS, SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD.
15. CONTRACTOR SHALL TAKE CORRECTIVE ACTIONS TO ADDRESS ANY STORMWATER CONTROL MEASURES THAT FAIL TO PERFORM AS INTENDED. CORRECTIVE ACTIONS SHALL BE DOCUMENTED AND REPORTED TO THE ENGINEER AS SOON AS POSSIBLE AND DOCUMENT CORRECTIVE ACTIONS WITHIN SEVEN DAYS OF AN INSPECTION REPORT.
16. CONTRACTOR SHALL INSTALL EROSION CONTROL BLANKET PER MANUFACTURER'S RECOMMENDATIONS ON ALL SLOPES 4:1 OR STEEPER.
17. DURING THE PERIOD OF CONSTRUCTION ACTIVITY, ALL SEDIMENT BARRIERS AND OTHER EROSION CONTROL MEASURES SHALL BE MAINTAINED BY THE CONTRACTOR. AT COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL REMOVE ALL EROSION CONTROL MEASURES AND RESTORATION MEASURES TO THE ORIGINAL OR BETTER CONDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD.
18. EXISTING VEGETATION SHALL BE PROTECTED AS MUCH AS PRACTICAL.
19. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE STABILIZED AND AVOIDED AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED. TRAPPED SEDIMENT SHALL BE PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION.
20. CONTRACTOR SHALL REMOVE ANY ACCUMULATED SEDIMENT FROM THE EROSION CONTROL MEASURES AS SOON AS POSSIBLE.
21. THE EROSION CONTROL PLAN MUST BE RETAINED ON-SITE AT ALL TIMES DURING THE PERIOD OF CONSTRUCTION.

**NOTE:** EROSION CONTROL PLAN DOES NOT CONSTITUTE A COMPLETE STORM WATER POLLUTION PREVENTION PLAN (SWPPP). THE CONTRACTOR IS RESPONSIBLE FOR THE DEVELOPMENT OF A COMPLETE SWPPP IN ACCORDANCE WITH THE FEDERAL WATER POLLUTION ACT AND ALL APPLICABLE REGULATIONS, INCLUDING BUT NOT LIMITED TO THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMITS, STATE WATER POLLUTION CONTROL ACTS, AND ALL APPLICABLE REGULATIONS.

**811**  
Know what's below.  
Call before you dig.

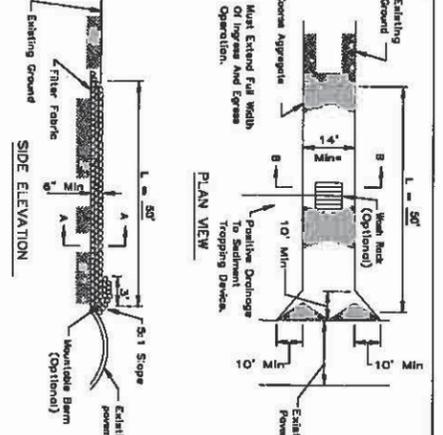
24-HOUR CONTACT:  
PANDA PM  
HARMA YALSA  
647-477-5925

**SILT FENCE WITH WIRE SUPPORT PLAN**



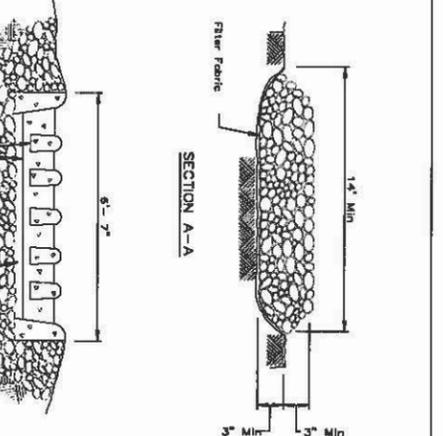
**NOTES:**  
1. Silt fences shall be installed prior to any grading work in the area to be protected. They shall be maintained throughout the construction period and removed in conjunction with the final grading and site stabilization. Silt fence shall be placed on the highest and most level ground possible.  
2. Fabric fabric shall meet the requirements of material specification L-530.  
3. Fabric posts shall be either standard steel post or wood post with a minimum cross-sectional area of 2.0 sq. in.

**STABILIZED CONSTRUCTION ENTRANCE PLAN**



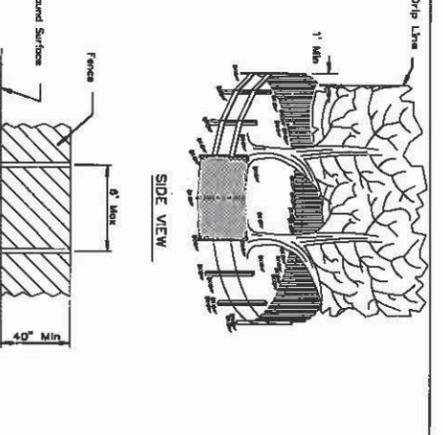
**NOTES:**  
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**STABILIZED CONSTRUCTION ENTRANCE PLAN**



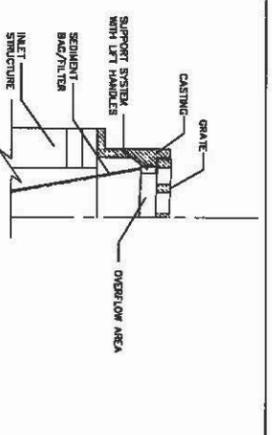
**NOTES:**  
1. Silt fences shall be installed prior to any grading work in the area to be protected. They shall be maintained throughout the construction period and removed in conjunction with the final grading and site stabilization. Silt fence shall be placed on the highest and most level ground possible.  
2. Fabric fabric shall meet the requirements of material specification L-530.  
3. Fabric posts shall be either standard steel post or wood post with a minimum cross-sectional area of 2.0 sq. in.

**TREE PROTECTION - FENCING**



**NOTES:**  
1. The fence shall be located a minimum of 1 foot outside the drip line of the tree to be protected and in no case closer than 3 feet to the trunk of any tree.  
2. Fence posts shall be either standard steel posts or wood posts with a minimum cross-sectional area of 2.0 sq. in.  
3. The fence may be either 40' high steel fence, 40' plastic web fencing or any other material approved by the engineer/inspector.

**INLET PROTECTION - PAVED AREAS**



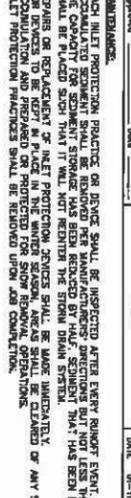
**NOTES:**  
1. Silt fences shall be installed prior to any grading work in the area to be protected. They shall be maintained throughout the construction period and removed in conjunction with the final grading and site stabilization. Silt fence shall be placed on the highest and most level ground possible.  
2. Fabric fabric shall meet the requirements of material specification L-530.  
3. Fabric posts shall be either standard steel post or wood post with a minimum cross-sectional area of 2.0 sq. in.

**EROSION CONTROL**



**NOTES:**  
1. Silt fences shall be installed prior to any grading work in the area to be protected. They shall be maintained throughout the construction period and removed in conjunction with the final grading and site stabilization. Silt fence shall be placed on the highest and most level ground possible.  
2. Fabric fabric shall meet the requirements of material specification L-530.  
3. Fabric posts shall be either standard steel post or wood post with a minimum cross-sectional area of 2.0 sq. in.

**BLANKET INSTALLATION DETAILS**



**NOTES:**  
1. Silt fences shall be installed prior to any grading work in the area to be protected. They shall be maintained throughout the construction period and removed in conjunction with the final grading and site stabilization. Silt fence shall be placed on the highest and most level ground possible.  
2. Fabric fabric shall meet the requirements of material specification L-530.  
3. Fabric posts shall be either standard steel post or wood post with a minimum cross-sectional area of 2.0 sq. in.

**PANDA EXPRESS**  
CHINESE KITCHEN

PANDA EXPRESS, INC.  
1088 Wilshire Grove Ave.  
Rosemead, California  
91770  
Telephone: 626.798.8888  
Facsimile: 626.317.2288

**ISSUE DATE:**

VILLAGE PLAN REV. #1	01/19/2021
VILLAGE PLAN REV. #2	01/27/2021
DDOT PLAN REV. #1	04/09/2021
VILLAGE PLAN REV. #4	04/14/2021

**ATWELL PROJECT # D19184**  
PANDA PROJECT # 1802709-01

**NORR**

**ATWELL**

**PANDA EXPRESS**  
WARREN & WELLCOME 2300  
7505 KINGSTON HIGHWAY  
WILSONVILLE, OR 97157

**SOIL EROSION AND SEDIMENTATION CONTROL NOTES AND DETAILS C03.1**

TRAC, WARREN & WELLCOME 2300





PANDA EXPRESS, INC.  
1883 WILKINSON CIRCLE AVE.  
ROSEMONT, ILLINOIS 60018  
91770  
Telephone: 630.726.6666  
Facsimile: 630.372.2288

All plans, drawings, specifications and other information prepared by this office for the project of Panda Express, Inc. shall remain the property of Panda Express, Inc. and shall not be used for any other project without the written consent of Panda Express, Inc. Panda Express, Inc. shall not be held responsible for any errors or omissions in any drawings, specifications or other information prepared by third parties.

REVISIONS:

VILLAGE PLAN REV. #1	01/19/2022
VILLAGE PLAN REV. #2	01/27/2022
IDOT PLAN REV. #1	04/09/2022
VILLAGE PLAN REV. #4	04/14/2022

ISSUE DATE: 11/29/2020  
PC SUBMITTAL #2: 02/24/2021

NOT FOR CONSTRUCTION

DRAWN BY: LEH

PANDA PROJECT # DYN158  
ATWELL PROJECT # 18003195/01

**NORR**



PANDA EXPRESS  
WARREN & WELCHER 2300  
7365 GILBERT HIGHWAY  
WILLOWBROOK, IL 60027

GRADING PLAN

C05.0

TRAE WARR & WELCHER 2300

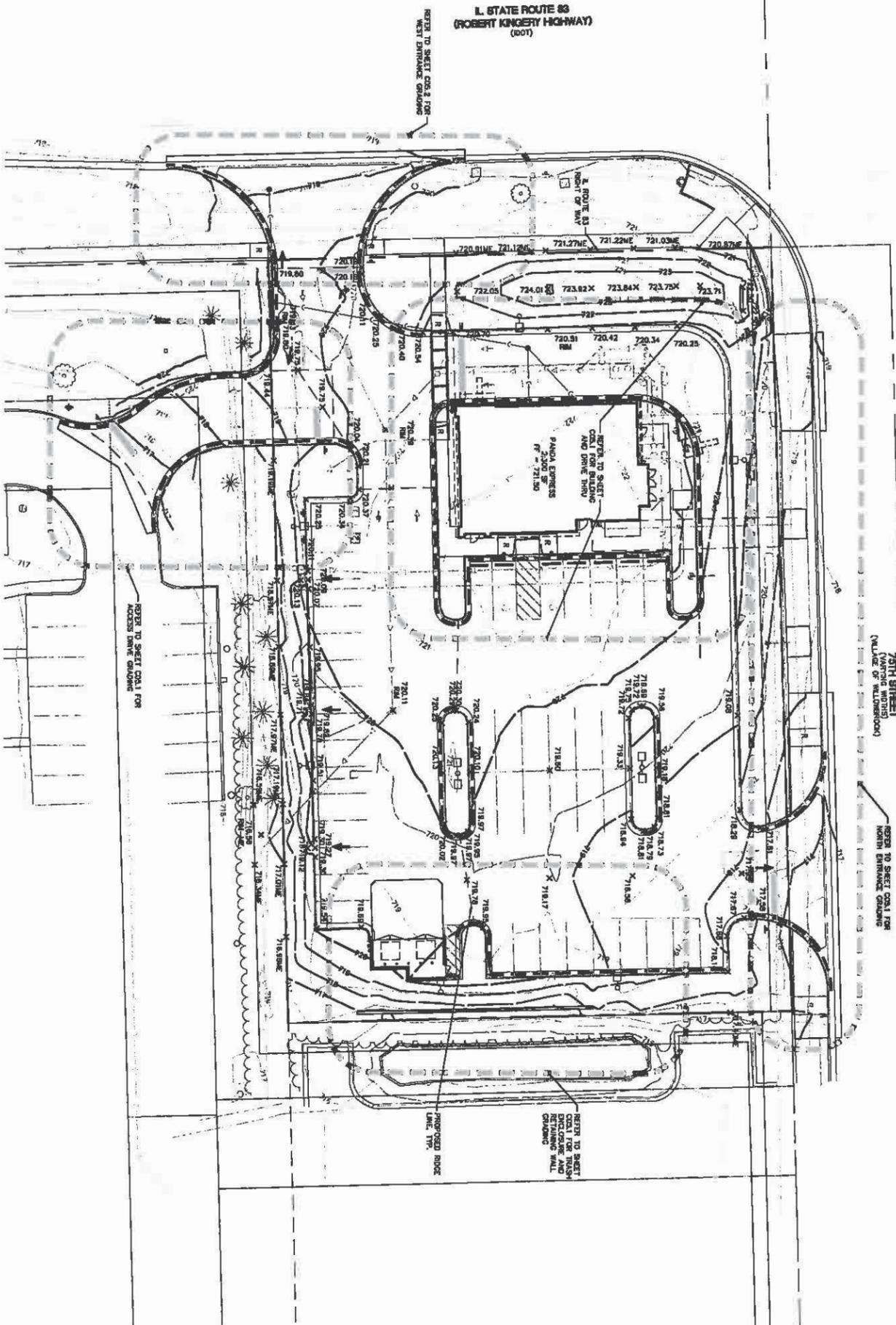


**GRADING LEGEND**

- BOUNDARY LINE
- EXISTING ROW
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED ROBE LINE
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- PROPOSED PITCH-OUT CURB AND GUTTER
- EXISTING STORM CATCH BASIN/MANHOLE
- PROPOSED SPOT ELEVATION
- PROPOSED FINISHED GRADE ELEVATION
- MATCH EXISTING ELEVATION
- PROPOSED TOP OF CURB ELEVATION
- PROPOSED EDGE OF PAVEMENT ELEVATION
- PROPOSED FINISHED GRADE AT TOP OF WALL
- PROPOSED FINISHED GRADE AT BOTTOM OF WALL
- EMERGENCY OVERTURN ROUTE

**NOTES**

1. SEE SHEET C04.1 FOR GENERAL NOTES
  2. SEE LANDSCAPE PLAN FOR REQUIRED TREES AND GROUND COVER.
  3. SLOPE OF SURFACE GRADE WITHIN LANDSCAPED AREAS SHALL BE A MINIMUM OF 1.00%.
  4. MAXIMUM CUT OR FILL SLOPES IS 3:1V:1H.
  5. THE CONSTRUCTION SHALL REMOVE CLEAN STRIPED MATERIAL FOR REQUIRED FILL. SUFFICIENT QUANTITY OF SURFACE MATERIAL MUST BE AVAILABLE FROM THE REQUIRED EXCAVATION ON THE SITE.
  6. ALL FILL SHOULD BE PLACED IN 10" HORIZONTAL LAYER LITS (MAXIMUM 5-INCH) AND COMPACTED TO AT LEAST 95 PERCENT OF THE APPROVED PROCTOR MAXIMUM DRY DENSITY (ASTM D 1557). THE UPPER 6 INCHES OF AT LEAST 75 PERCENT OF THE CONSTRUCTION MUST BE COMPACTED TO REGISTERED PROFESSIONAL SOILS ENGINEER FROM TO THE INSTALLATION OF PAVEMENTS, CURB, SIDEWALKS OR FOOTINGS OF ANY TYPE.
  7. AIRCROSSLAND DISTURBANCE PERMIT MUST BE OBTAINED ON SITE AT THE TIME OF CONSTRUCTION AND IN PLAIN VIEW FROM A PUBLIC ROAD OR HIGHWAY.
- BUILDING AREA NOTES:**
1. ALL UTILITIES UNDER CONSTRUCTION SHALL BE UNDER CONSTRUCTION. IN TIMES OF RAIN OR HIGH WINDS, ROADS SHALL BE PASSED TO DEDICATED VEHICLES BY HAVING A CRASHED BUILDING HAVING STRIKERS OR SANDPILE SYSTEMS SHALL BE TO WITHIN 40 FEET OF THE FIRE DEPARTMENT CONNECTION (NFPA 1141-3-1).
  2. CONTRACTOR TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING IN ALL AREAS AROUND BUILDING.
- HYDROLOGIC STATEMENT:**
- ON-SITE STORMWATER RUN-OFF WILL BE COLLECTED VIA PROPOSED CATCH BASINS. A PROPOSED STORM PIPE SYSTEM WILL CONVEY STORMWATER TO AN EXISTING STORM MAIN UNDER 72ND STREET. THE EXISTING 18" PPE WILL CONVEY THE STORMWATER TO THE STORMWATER MAIN.



**LEGAL DESCRIPTION**

FIRST AMERICAN TITLE INSURANCE COMPANY  
COMMITMENT NO. NCS-85804-CL  
COMMITMENT DATE: AUGUST 28, 2020  
THE NORTH 1200 FEET OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST RIGHT OF WAY OF STATE ROUTE 83, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT 102.64 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4, THENCE SOUTH, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 326.4 FEET; THENCE SOUTH, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 170 FEET; THENCE WEST, ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 262.4 FEET TO THE INTERSECTION OF 102.64 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH, ALONG THE EAST RIGHT OF WAY LINE OF SAID STATE ROUTE 83, A DISTANCE OF 170.0 FEET TO THE POINT OF BEGINNING, IN DEPIQUE COUNTY, ILLINOIS.

**SOURCE BENCHMARK**

NS 0135 - PD (GROUND) STATION FROM THE INTERSECTION OF SR 83 AND PAVENHOLD ROAD, 50 FEET EAST ALONG PAVENHOLD ROAD FOR APPROXIMATELY 0.5 MI (0.8 KM) TO THE STATION ON THE RIGHT. THE STATION IS LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF PAVENHOLD ROAD AND DAWSON STREET.  
ELEVATION: 720.18 (MVD 83)

**SITE BENCHMARKS AND CONTROL**

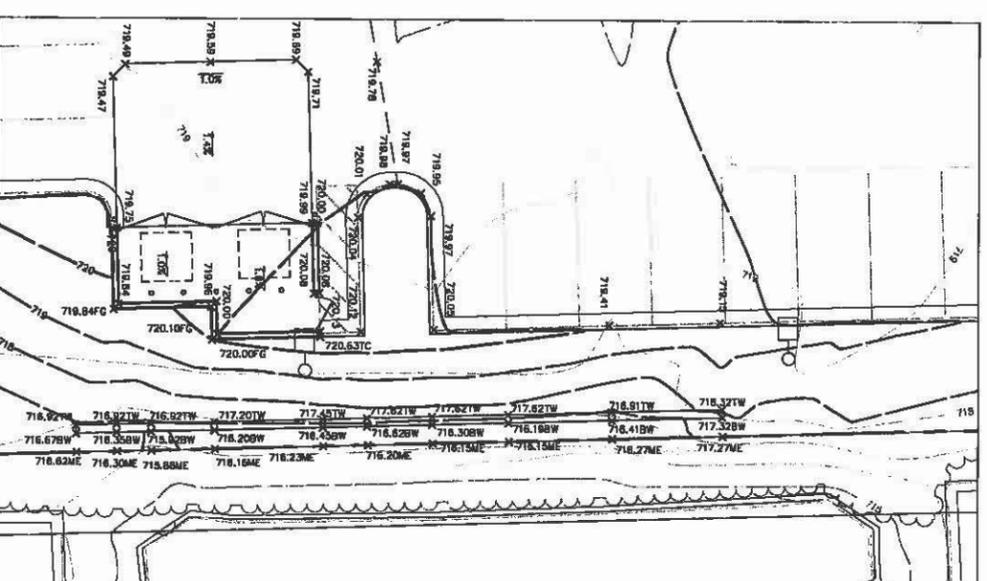
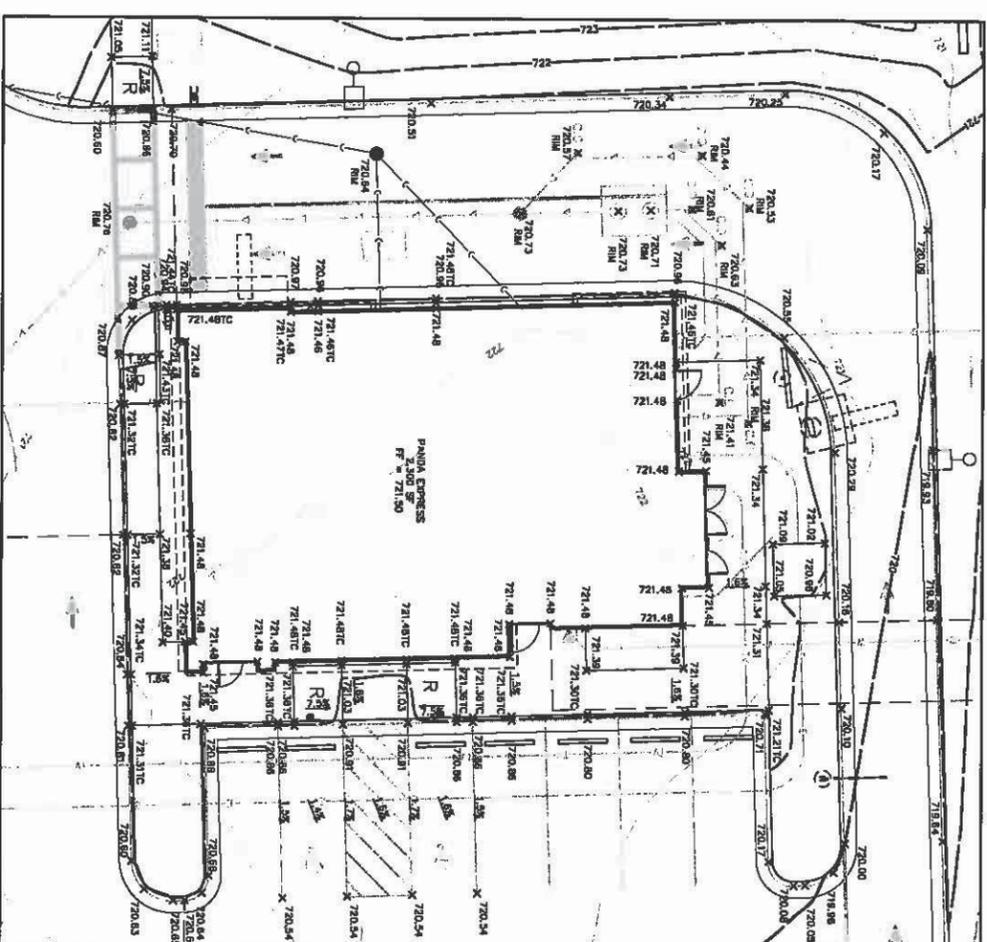
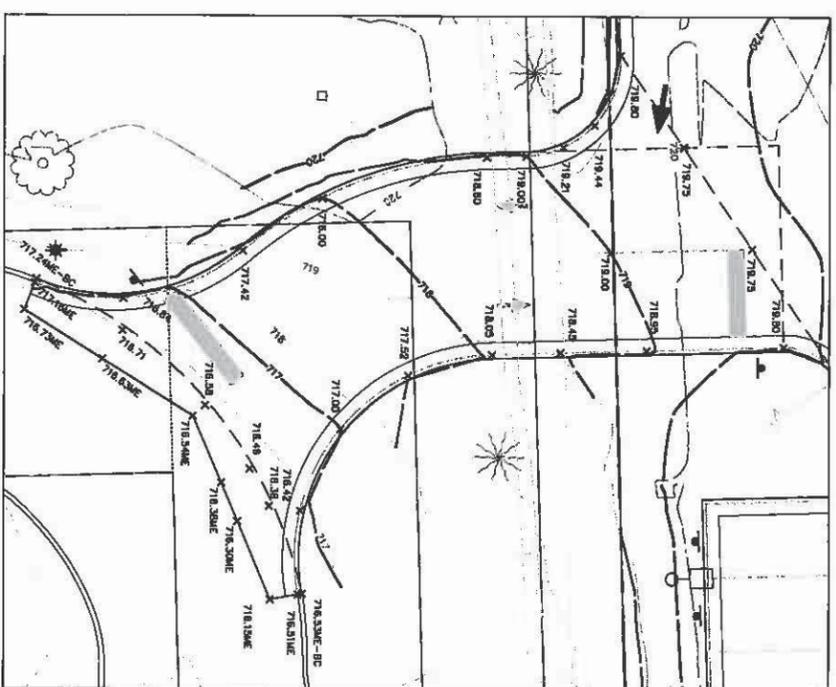
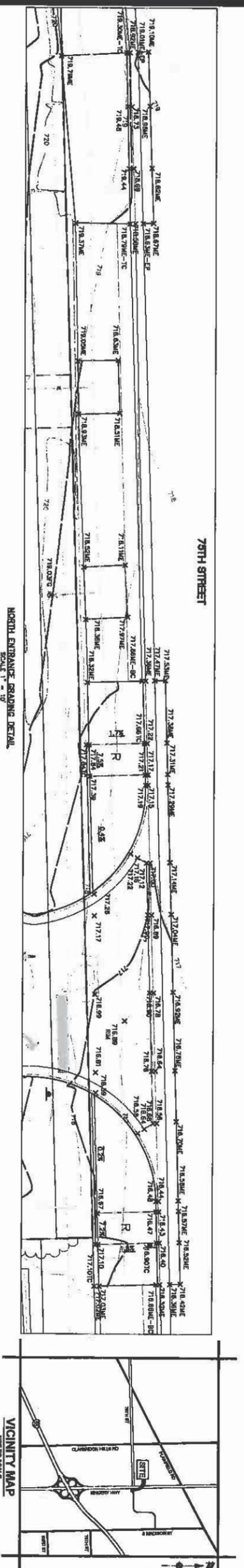
- BM 8204 - SET BENCHMARK ON THE SOUTHWEST CORNER UNDER THE WARD 7077, ON A HYDRANT ON THE SOUTH SIDE OF 70TH STREET, 200' EAST OF THE INTERSECTION OF 70TH STREET AND ROUTE 83 (MVD 83)
- CONTROL #1 - SET CAPREDO STAK ROD AT THE SOUTHWEST CORNER OF 70TH STREET AND ROUTE 83, THE BACK OF CURB OF PAVENHOLD ROAD, ELEVATION - 718.58 (MVD 83)
- CONTROL #2 - SET CAPREDO STAK ROD AT THE SOUTHWEST CORNER OF 70TH STREET AND ROUTE 83, THE BACK OF CURB OF PAVENHOLD ROAD, ELEVATION - 718.58 (MVD 83)
- CONTROL #3 - SET OUT "X" IN A CONCRETE SIDEWALK ON THE EAST SIDE OF ROUTE 83, ROBERT KINGSLEY HIGHWAY, 230' SOUTH OF THE INTERSECTION OF 70TH STREET AND ROUTE 83, ELEVATION - 718.58 (MVD 83)
- CONTROL #4 - SET OUT "X" IN A CONCRETE SIDEWALK ON THE SOUTH SIDE OF 70TH STREET, 310' WEST OF THE INTERSECTION OF 70TH STREET AND ROUTE 83, ROBERT KINGSLEY HIGHWAY, AND 7' NORTH OF A FIRE HYDRANT, ELEVATION - 718.58 (MVD 83)
- CONTROL #5 - SET OUT "X" IN A CONCRETE SIDEWALK ON THE SOUTH SIDE OF 70TH STREET, 310' WEST OF THE INTERSECTION OF 70TH STREET AND ROUTE 83, ROBERT KINGSLEY HIGHWAY, AND 7' NORTH OF A FIRE HYDRANT, ELEVATION - 718.58 (MVD 83)



THE LOCATION OF UTILITIES IS AN APPROXIMATION. THE LOCATION OF UTILITIES IS NOT GUARANTEED. THE CONTRACTOR SHALL VERIFY THE LOCATION OF UTILITIES BY CALLING 811 PRIOR TO ANY EXCAVATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

24-HOUR CONTACT:  
PANDA PM  
HANK YALA  
847-477-9225





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THE LOCATION OF UTILITIES, including but not limited to, electric, gas, water, sewer, telecommunications, and other underground utilities, is shown on this plan. It is the responsibility of the contractor to verify the location and depth of all utilities before excavation. The contractor shall be responsible for obtaining all necessary permits and for the safety of all workers and the public. The contractor shall be responsible for the protection of all existing utilities and for the restoration of all excavated areas.

**24-HOUR CONTACT:**  
PANDA PM  
HAIKUN YU  
847-477-5825

SCALE 0 5 10  
1" = 10 FEET

**ROSE E. KOCAL**  
REGISTERED PROFESSIONAL ENGINEER  
STATE OF ILLINOIS  
DATE: 04/14/2021  
EXP: 11/20/2021

*Wm J*

CONTRACTOR SHALL VERIFY ALL THESE OUTLINE LIMITS OF CONSTRUCTION ARE SHOWN ON THE CONSTRUCTION PLANS OR SPECIFICATIONS.

CONTRACTOR SHALL FIELD VERIFY ALL ELEVATIONS PRIOR TO STARTING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND FOR THE RESTORATION OF ALL EXCAVATED AREAS TO ANY DISCREPANCIES IMMEDIATELY.

**NOT FOR CONSTRUCTION**

REVISIONS:

VILLAGE PLAN REV #1	01/19/2021
VILLAGE PLAN REV #2	01/27/2021
IDOT PLAN REV #1	04/09/2021
VILLAGE PLAN REV #4	04/14/2021

ISSUE DATE: 11/20/2020  
PC SUBMITTAL #2: 09/24/2020

DESIGNER: LEH  
PANDA PROJECT # D7016  
ATWELL PROJECT # 19003V09101



PANDA EXPRESS, INC.  
1855 Wilford Grove Ave.  
Rosemead, California  
91770  
Telephone: 626.739.8888  
Facsimile: 626.372.8288

**NORR**

**ATWELL**  
1000 EAST OGDEN AVENUE, SUITE 200  
CHICAGO, ILLINOIS 60619  
OFFICE PHONE: 312-329-2279

**PANDA EXPRESS**  
WARRE & WELDON 2300  
7505 KINGSERY HIGHWAY  
WILLOWBROOK, IL 60527

**DETAILED GRADING**

**C05.1**

TRC WARR & WELDON 2300





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Rosemead, California  
91770  
Telephone: 626.786.8888  
Facsimile: 626.572.8288

REVISIONS:  
VILLAGE PLAN REV. #1 07/18/2021  
VILLAGE PLAN REV. #2 07/27/2021  
DOT PLAN REV. #1 04/09/2023  
VILLAGE PLAN REV. #4 04/14/2023

ISSUE DATE:  
PC SUBMITTAL 11/20/2026  
PC SUBMITTAL #2 03/24/2021

DRYAN 91.12H  
PANDA PROJECT # D7058  
ATWELL PROJECT # 16003759.01

NOT FOR CONSTRUCTION

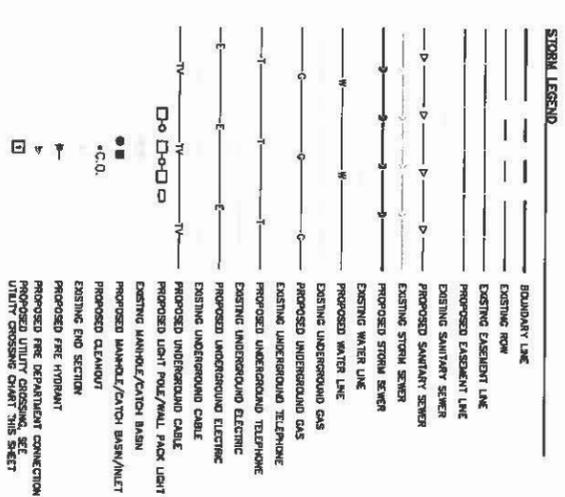
CONTRACTOR SHALL COORDINATE AND VERIFY LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES LOCAL TANKS AND EQUIPMENT FROM TO STARTING CONSTRUCTION TO ANY DISPLACEMENTS IMMEDIATELY.

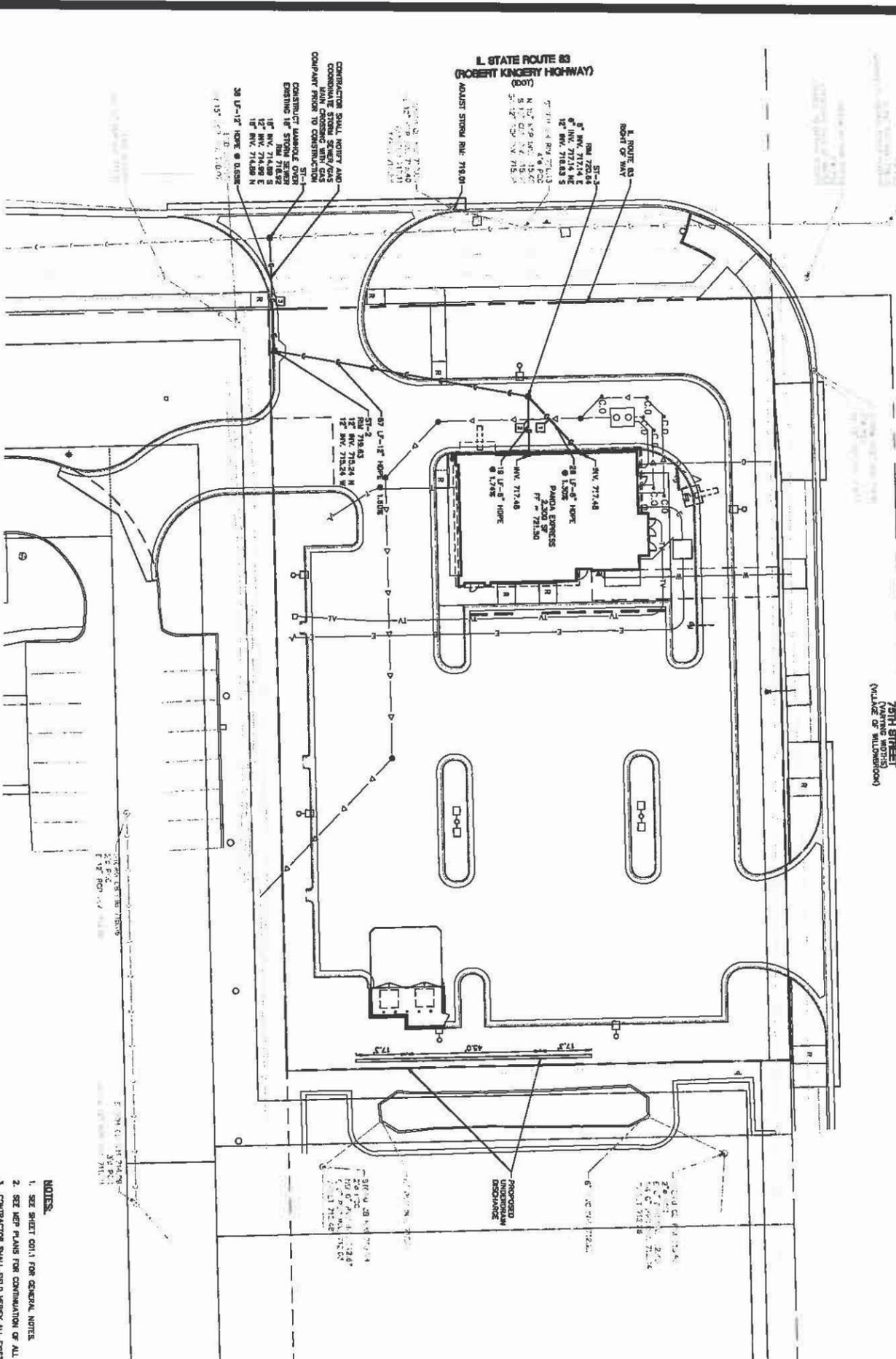
CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES LOCAL TANKS AND EQUIPMENT FROM TO STARTING CONSTRUCTION TO ANY DISPLACEMENTS IMMEDIATELY.

CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES LOCAL TANKS AND EQUIPMENT FROM TO STARTING CONSTRUCTION TO ANY DISPLACEMENTS IMMEDIATELY.

CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES LOCAL TANKS AND EQUIPMENT FROM TO STARTING CONSTRUCTION TO ANY DISPLACEMENTS IMMEDIATELY.



CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH ALL UTILITIES COMPANIES TO VERIFY THE LOCATION OF ALL UTILITIES AND EQUIPMENT PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES AND EQUIPMENT PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES AND EQUIPMENT PRIOR TO CONSTRUCTION.



**UTILITY CROSSING CHART**

CROSSING REFERRED TO	TOP UTILITY	BOTTOM UTILITY	TOP ELEVATION	CLEARANCE	COMMENT
1	8" STORM	8" SANITARY	715.25	1.50	
2	8" STORM	8" SANITARY	717.10	1.50	
3	12" STORM	12" WATERMAIN	715.34	1.50	FIELD VERIFY DEPTH OF EXISTING WATER MAIN PRIOR TO CONSTRUCTION OF STORM SEWER. 12" WATER MAINS REFERRED TO DRAWING 15' VERTICAL SEPARATION CLEARANCE.

**STORM STRUCTURE SCHEDULE**

STRUCTURE NUMBER	STRUCTURE TYPE AND SIZE	GRAVE TYPE	NOTES
813	4' DIA. TYPE 1 MANHOLE	REINFORCED CONCRETE	
814	4' DIA. TYPE 1 MANHOLE	REINFORCED CONCRETE	
815	4' DIA. TYPE 1 MANHOLE	REINFORCED CONCRETE	

- NOTES:**
- SEE SHEET C06.1 FOR GENERAL NOTES.
  - SEE MEP PLANS FOR CONTINUATION OF ALL UTILITIES INTO BUILDING.
  - CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES AND THEIR LOCATIONS AND ELEVATIONS PRIOR TO STARTING CONSTRUCTION.
  - THE CONTRACTOR SHALL CONTACT PUBLIC UTILITIES INSPECTIONS AT LEAST 72 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITY.
  - ALL WORK TO BE DONE IN STRICT ACCORDANCE WITH LOCAL GOVERNING CODES.
  - CONTROLLED BACK FILL TO BE PLACED IN 4" LAYER LIFT AND COMPACTED PER SEWER CONSTRUCTION. BACK FILL SHALL BE PLACED TO A MINIMUM OF 4" ABOVE THE CROWN ELEVATION OF THE PIPES.
  - STORM SEWER AND SANITARY SEWER LENGTHS ARE MEASURED FROM CENTER LINE OF STRUCTURE TO CENTER OF STRUCTURE OR FACE OF HEADWALL.
  - ALL PIPE LENGTHS SHOWN ARE ROUNDED TO THE NEAREST FOOT.
  - ALL STORM SEWER PIPING SHALL BE TRINCHED, BROSSED, AND BACK FILLED ACCORDING TO DETAIL ON SHEET C06.3 UNLESS SPECIFICALLY NOTED OTHERWISE.
  - UNLESS OTHERWISE SPECIFIED, ALL STRUCTURES SHALL BE CONCRETE TO THE OWNER'S AND ENGINEER'S ATTENTION IMMEDIATELY UPON RECEIPT OF THE OWNER'S APPROVAL. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES AND EQUIPMENT PRIOR TO CONSTRUCTION.
  - EXISTING CONCRETE SHALL BE APPROXIMATE AND DO NOT REFLECT TOP SOIL SURFACE. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES AND EQUIPMENT PRIOR TO CONSTRUCTION.
  - THE CONTRACTOR SHALL RESURFACE THE GEOTECHNICAL REPORT APPEARED FOR THE OWNER FOR SUBSTANTIAL CONDITIONS. THE GEOTECHNICAL REPORT IS NOT A PART OF THE CONTRACT DOCUMENTS.
  - EXCAVATIONS FOR STRUCTURES SHALL BE "KNOX AS A TRINCHING EXCAVATION WITHOUT FURTHER CONSTRUCTION."



CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES LOCAL TANKS AND EQUIPMENT FROM TO STARTING CONSTRUCTION TO ANY DISPLACEMENTS IMMEDIATELY.

24-HOUR CONTACT:  
PANDA PM  
HANA YALA  
847-477-5825



TRICE WARR & WELLCOME 2300  
C06.0



PANDA EXPRESS, INC.  
1883 Walnut Grove Ave.  
Rosemead, California  
91770  
Telephone: 626.789.8888  
Facsimile: 626.572.2285

REVISIONS:  
VILLAGE PLAN REV #1 01/19/2021  
VILLAGE PLAN REV #2 01/27/2021  
DOT PLAN REV #1 04/28/2021  
VILLAGE PLAN REV #4 04/14/2021

ISSUE DATE: 11/20/2020  
PC SUBMITTAL: 03/24/2021  
PC SUBMITTAL #2: 03/24/2021

DEP/ANN 89: 12/1  
PANDA PROJECT # D10156  
ATWELL PROJECT # 18003709101

**NORR**

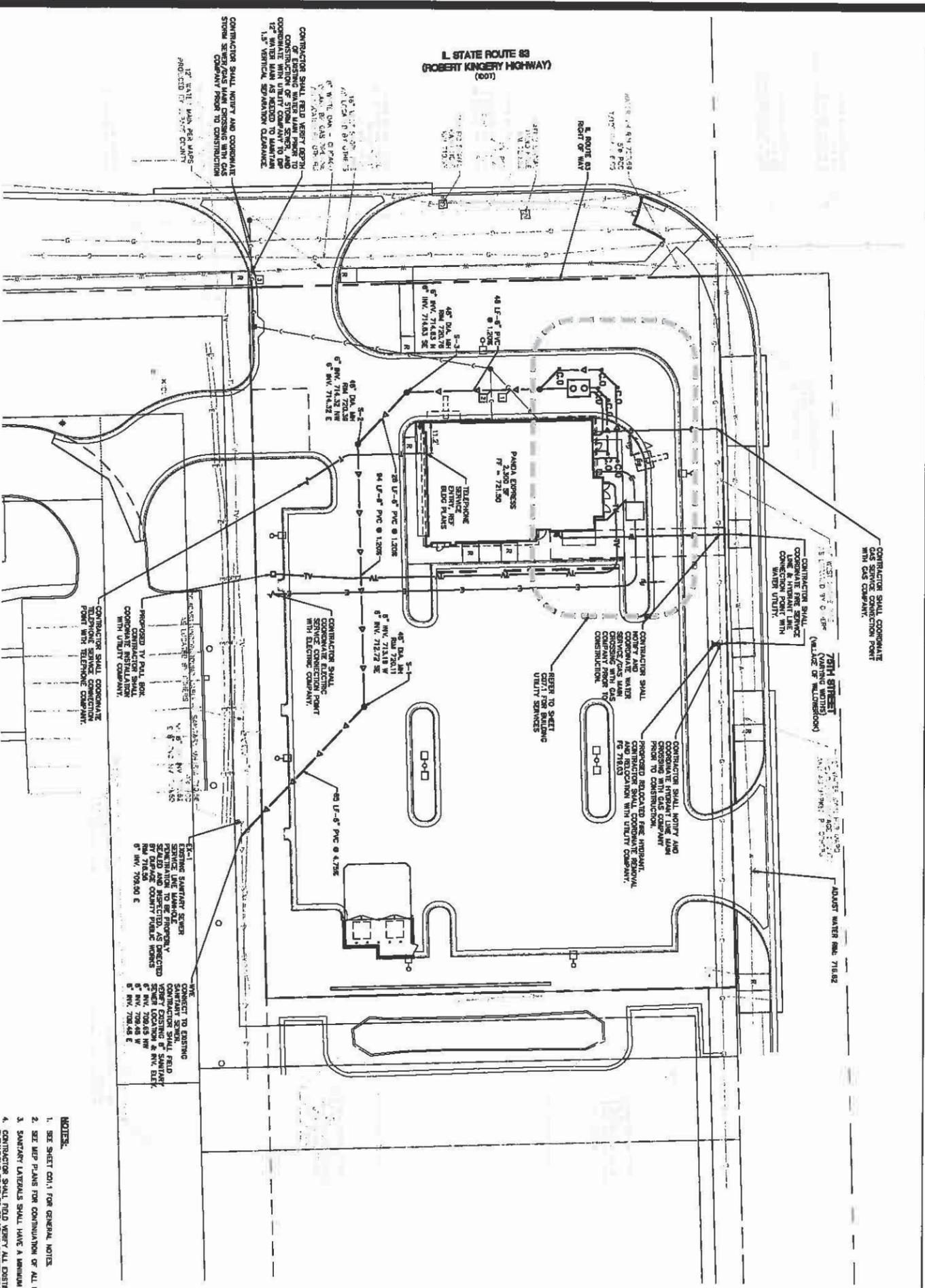


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WILLOWBROOK, IL 60027

UTILITY PLAN

C07.0

TRIE WARR & WELLCOME 2300



CROSSING NUMBER	TOP UTILITY	BP ELEVATION	BOTTOM UTILITY	BP ELEVATION	CLEARANCE	COMMENT
1	6" STORM	717.11	6" SEWER	715.51	1.60	
2	6" STORM	717.19	6" SEWER	715.51	1.68	
3	12" STORM	714.4	12" WATERMAIN	713.4	1.00	FIELD VERIFY DEPTH OF EXISTING WATER MAIN PRIOR TO CONSTRUCTION. MAINTAIN 1.5' VERTICAL SEPARATION CLEARANCE.

CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND COORDINATING WITH ALL UTILITIES AND AGENCIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN CLEARANCES AT ALL LOCATIONS WHERE ANY UTILITY LINE IS EXPOSED OR PROPOSED GAS, TELEPHONE OR ELECTRIC LINE.

	BOUNDARY LINE
	EXISTING ROW
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING SANITARY SEWER
	PROPOSED SANITARY SEWER
	EXISTING STORM SEWER
	PROPOSED STORM SEWER
	EXISTING WATER LINE
	PROPOSED WATER LINE
	EXISTING UNDERGROUND GAS
	PROPOSED UNDERGROUND GAS
	EXISTING UNDERGROUND TELEPHONE
	PROPOSED UNDERGROUND TELEPHONE
	EXISTING UNDERGROUND ELECTRIC
	PROPOSED UNDERGROUND ELECTRIC
	EXISTING UNDERGROUND CABLE
	PROPOSED UNDERGROUND CABLE
	EXISTING MANHOLE/CATCH BASIN
	PROPOSED MANHOLE/CATCH BASIN
	PROPOSED CLEANOUT
	PROPOSED END SECTION
	PROPOSED FIRE HYDRANT
	PROPOSED FIRE DEPARTMENT CONNECTION
	PROPOSED TV PULL BOX
	PROPOSED UTILITY CROSSING. SEE UTILITY CROSSING CHART THIS SHEET.



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NOTICE: THE LOCATIONS OF EXISTING UTILITIES ARE SHOWN ON THIS PLAN AS APPROXIMATE. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN CLEARANCES AT ALL LOCATIONS WHERE ANY UTILITY LINE IS EXPOSED OR PROPOSED GAS, TELEPHONE OR ELECTRIC LINE.

24-HOUR CONTACT  
PANDA PM  
HARRIS VALA  
847-477-9285



DATE: 04/14/2021  
DATE: 11/20/2020

CONTRACTOR SHALL COORDINATE AND MAINTAIN CLEARANCES AT ALL LOCATIONS WHERE ANY UTILITY LINE IS EXPOSED OR PROPOSED GAS, TELEPHONE OR ELECTRIC LINE.

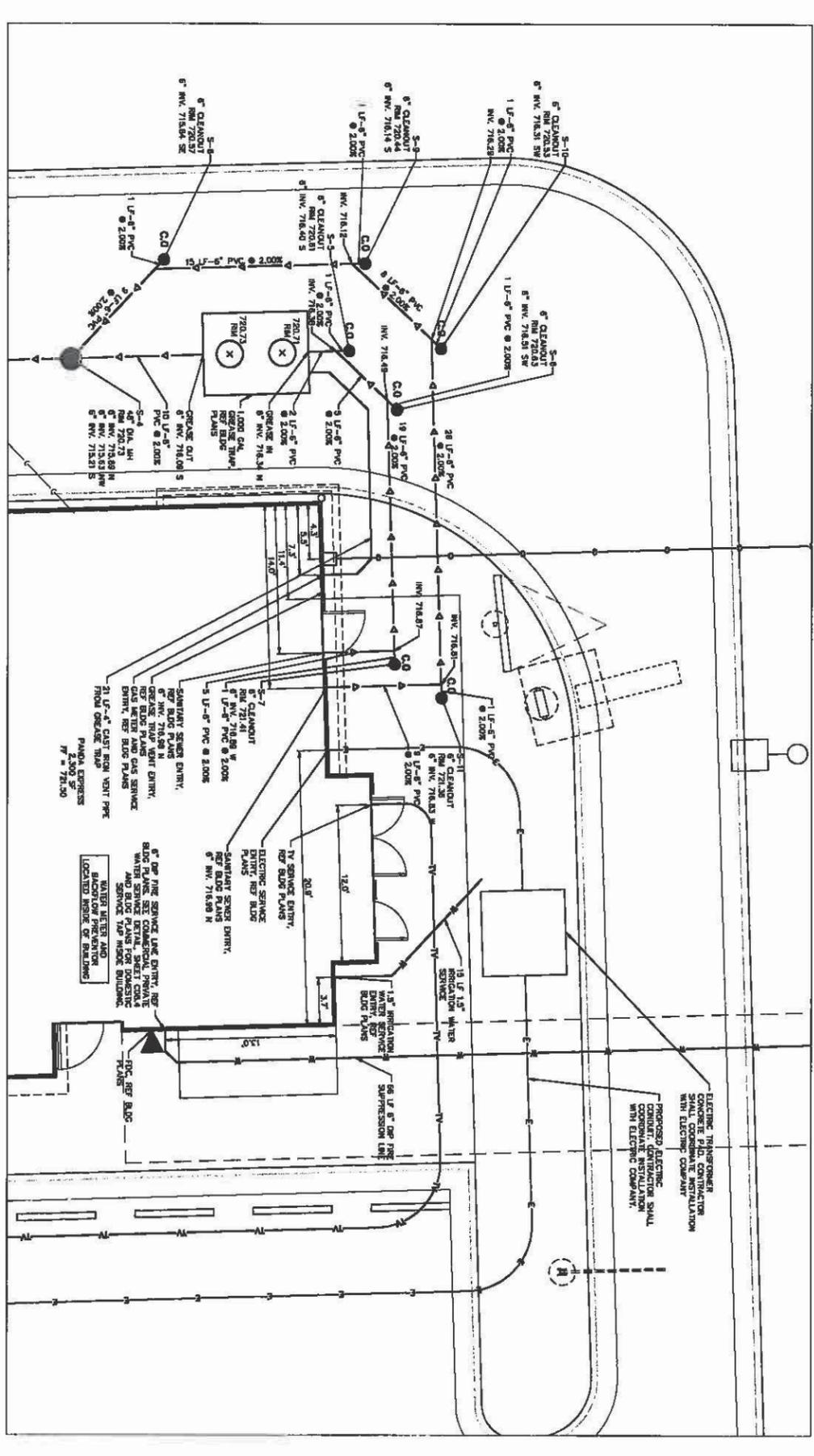
- NOTES:**
- SEE SHEET C01.1 FOR GENERAL NOTES.
  - SEE MEP PLANS FOR CONTINUATION OF ALL UTILITIES INTO BUILDING.
  - SANITARY LATERALS SHALL HAVE A MINIMUM FALL OF 1.00%.
  - EXPANSION JOINTS TO STAINING CONSTRUCTION.
  - CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES AND THEIR LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION.
  - THE FINAL LOCATION OF PIPES, WELLS, VALVES, BLOCKS OR ACCESSORIES, ETC. SHALL BE DETERMINED DURING CONSTRUCTION. NOTIFY THE OWNER TO LOCATION OF CONSTRUCTION. NFPA CODES SHALL BE ADHERED TO.
  - THE CONTRACTOR SHALL CONTACT PUBLIC UTILITIES AGENCIES AT LEAST 72 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITY.
  - ALL WORK TO BE DONE IN STRICT ACCORDANCE WITH LOCAL GOVERNING CODES.
  - UTILITY DEPARTMENTS FOR ELECTRIC, TELEPHONE, AND CABLE SHALL BE INSTALLED FOR UTILITY DEPARTMENT APPROVAL.
  - CONTRACTOR TO BUILD CONCRETE TRANSFORMER PAD AND COORDINATE THE INSTALLATION OF UTILITY DEPARTMENT APPROVAL.
  - CONTROLLED BACK FILL TO BE PLACED IN 6" LAYERS LEFT AND COMPACTED PER UTILITY DEPARTMENT APPROVAL.
  - CONSTRUCTION BACK FILL SHALL BE PLACED TO A MINIMUM OF 42" ABOVE THE GROUND ELEVATION OF THE PIPES.
  - STORM SEWER AND SANITARY SEWER LINES ARE REPAIRED FROM CENTER LINE OF STRUCTURE TO CENTERLINE OF STRUCTURE OR FACE OF REPAIR.
  - ALL PIPE LENGTHS SHOWN ARE ROUNDED TO THE NEAREST FOOT.
  - ALL EXISTING SEWER PIPES SHALL BE TRENCHED, REBED AND BACK FILLED ACCORDING TO DETAIL ON SHEET C01.1.
  - UNPROTECTED SURFACE CONDITIONS SHALL BE BROUGHT TO THE OWNER'S AND ENGINEER'S ATTENTION. THE CONTRACTOR SHALL MAINTAIN CLEARANCES AT ALL LOCATIONS WHERE ANY UTILITY LINE IS EXPOSED OR PROPOSED GAS, TELEPHONE OR ELECTRIC LINE.
  - EXISTING GRADES SHOWN ARE APPROXIMATE AND DO NOT REFLECT TOP SURVEY, REMOVAL, CLEANING, AND CORRECTING OPERATIONS. THE CONTRACTOR SHALL OBTAIN PERMITS FOR THE EXISTING AND DISTURBANCE FOR THESE ACTIVITIES.
  - THE CONTRACTOR SHALL REFERENCE THE GEOTECHNICAL REPORT PREPARED FOR THE OWNER AND THE CONTRACTOR SHALL OBTAIN THE GEOTECHNICAL REPORT FOR THE OWNER'S CONSTRUCTION.
  - EXPANSION JOINTS FOR STRUCTURES SHALL BE TAKEN AS A TRENCHING EXCAVATION WITHOUT FURTHER CONSTRUCTION.

CONTRACTOR SHALL COORDINATE AND MAINTAIN CLEARANCES AT ALL LOCATIONS WHERE ANY UTILITY LINE IS EXPOSED OR PROPOSED GAS, TELEPHONE OR ELECTRIC LINE.

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PANDA EXPRESS, INC.  
1883 Midland Grove Ave.  
Rosemead, California  
91770  
Telephone: 626.799.8888  
Facsimile: 626.772.8888

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REVISIONS:

VILLAGE PLAN REV. #	01/19/2021
VILLAGE PLAN REV. #	01/27/2021
DDOT PLAN REV. #1	04/09/2021
VILLAGE PLAN REV. #	04/14/2021

ISSUE DATE	11/29/2020
PC SUBMITTAL	03/24/2021
PC SUBMITTAL #2	03/24/2021

DRAWN BY: LEH

PANDA PROJECT #: D7008  
ATWELL PROJECT #: 180037199.01



PANDA EXPRESS  
VANU & WELCONE 2300  
7500 UNIVERSITY HIGHWAY  
WILLOWBROOK, IL 60527

DETAILED UTILITY  
PLAN

C07.1

FILE: WVFU & WELCOME 2300

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NOTICE: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.

24-HOUR CONTACT:  
PANDA FM  
HAKIM YALVA  
847-477-5225



DATE: 04/14/2021  
DATE: 11/29/2021

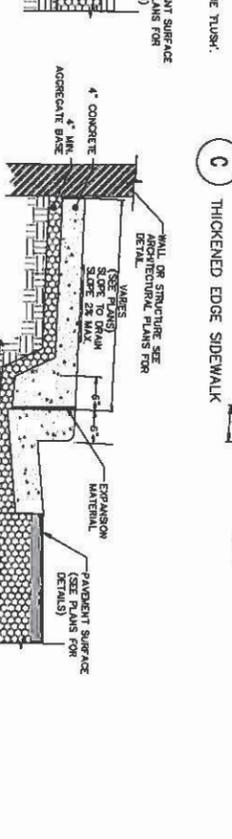
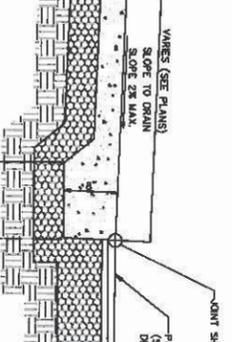
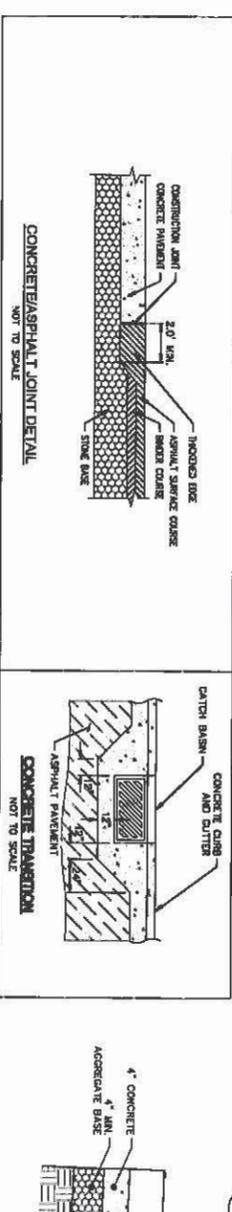
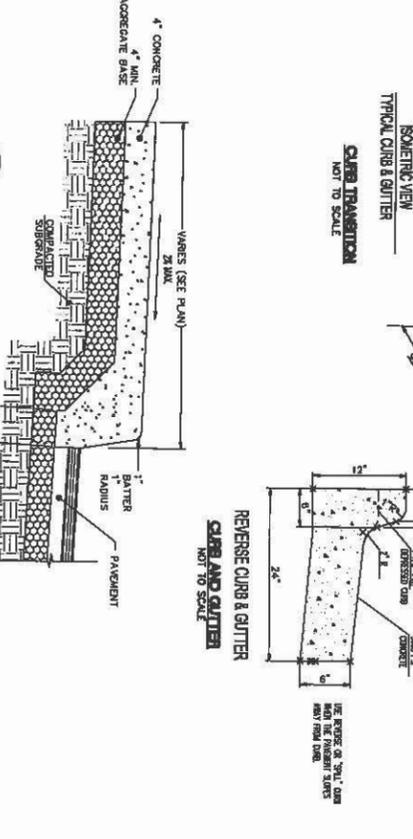
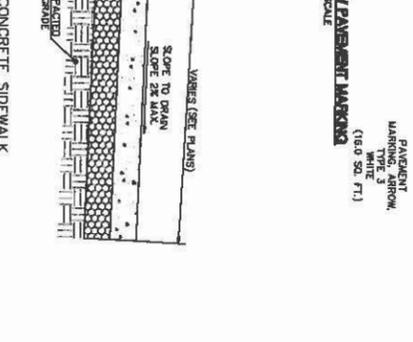
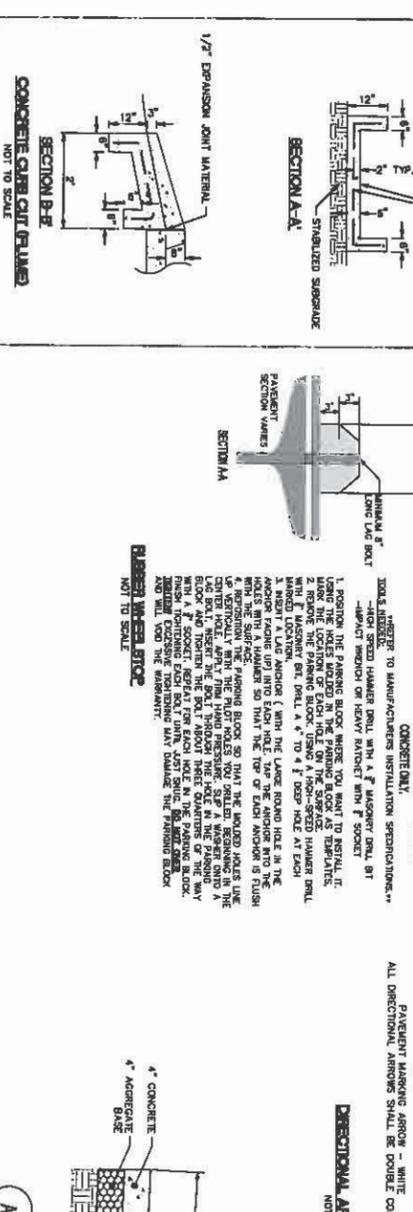
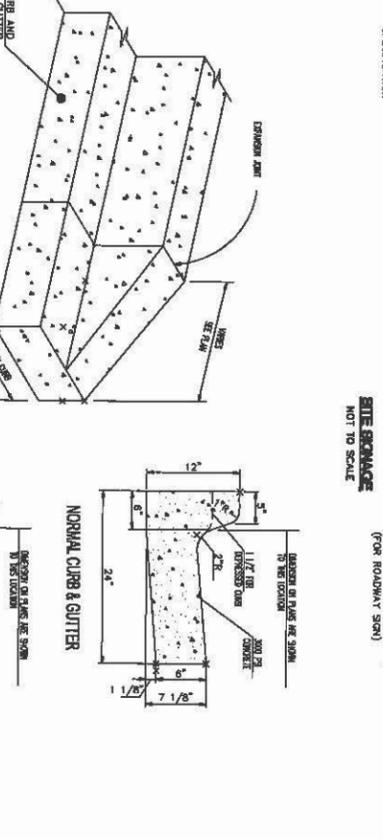
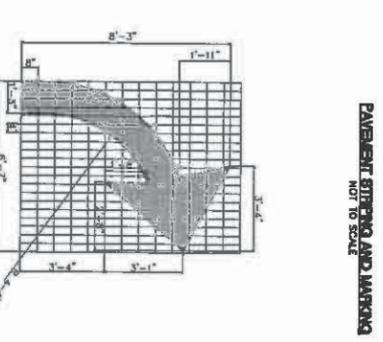
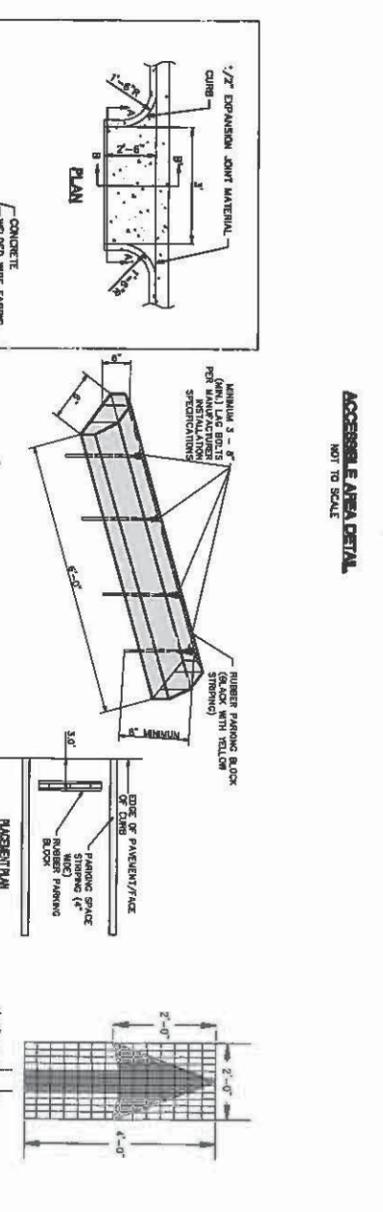
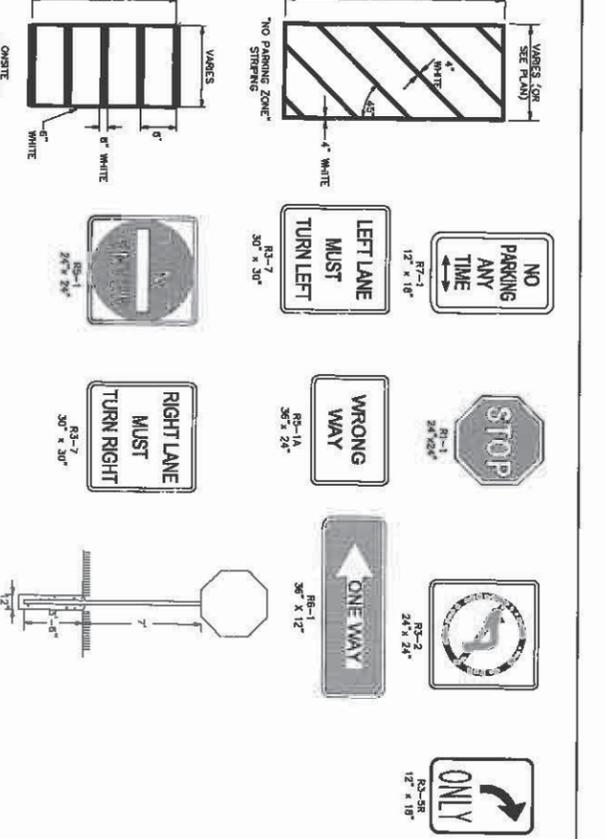
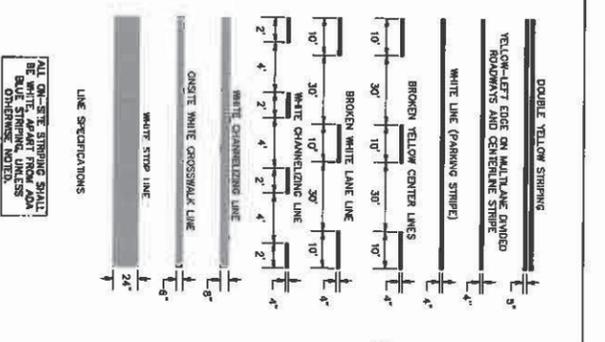
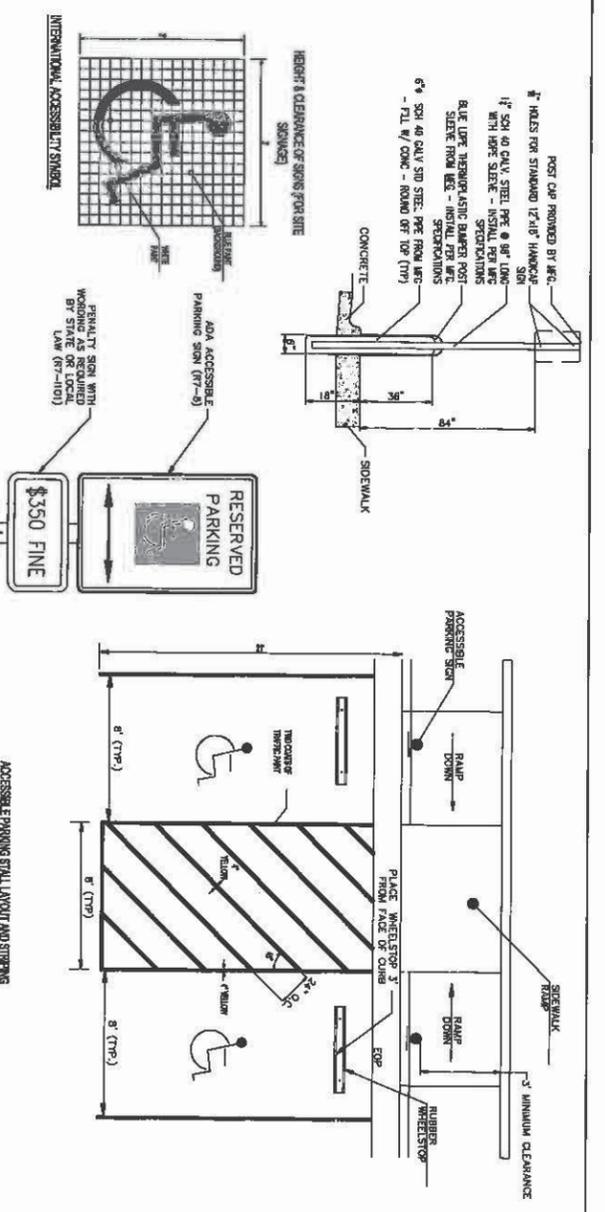
CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES, LOCATIONS AND CONSTRUCTION AND ALERT ENGINEERS TO ANY DISCREPANCIES IMMEDIATELY.

CONTRACTOR SHALL COORDINATE AND OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.

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**24-HOUR CONTACT:**  
PANDA FM  
HANNA YALA  
847-477-5253

**ROSE E. KOC**  
REGISTERED  
ENGINEER  
ILLINOIS  
DATE: 04/14/2021  
EXP: 11/30/2021

**CONCRETE SIDEWALK**  
CONCRETE NOTES:  
1. TO BE 4000 PSI CONCRETE AT 8" O.C.  
2. PROVIDE EXPANSION JOINTS ONLY WHERE CONCRETE PAVEMENT FABRICATED (GUTTER, CURB AND GUTTER, CURB AND GUTTER).  
3. CURB AND GUTTER SHALL BE SUBSTITUTED WITH EQUIVALENT STRENGTH FIBER REINFORCED CONCRETE.  
NOT TO SCALE

**NOT FOR CONSTRUCTION**

**PANDA EXPRESS CHINESE KITCHEN**

PANDA EXPRESS INC.  
1863 Walnut Grove Ave.  
Rosemead, California  
91770  
Telephone: 626.799.8888  
Facsimile: 626.577.8285

REVISIONS:  
VILLAGE PLAN REV #1 07/19/2021  
VILLAGE PLAN REV #2 07/27/2021  
DOT PLAN REV #1 04/09/2021  
VILLAGE PLAN REV #4 04/14/2021

ISSUE DATE: 11/20/2020  
PC SUBMITTAL: 03/24/2021

DESIGNED BY: LEH  
PANDA PROJECT #: D7018  
ATWELL PROJECT #: 19003789.01

**NORR**

**ATWELL**  
ONE 800 ASHDOWN UNIVERSITY DRIVE  
1200 EAST BROADWAY, SUITE 300  
ROSELAND, MISSISSIPPI 39208  
PHONE: 662.776.0200

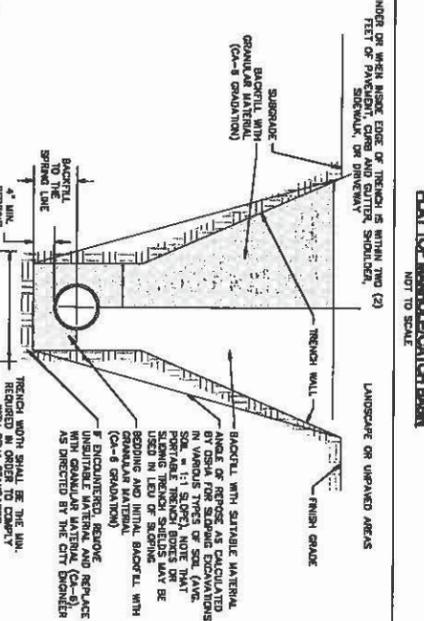
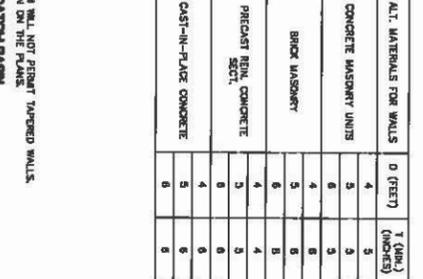
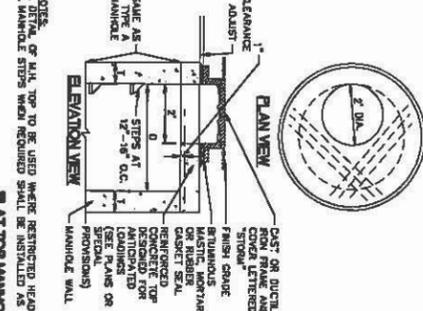
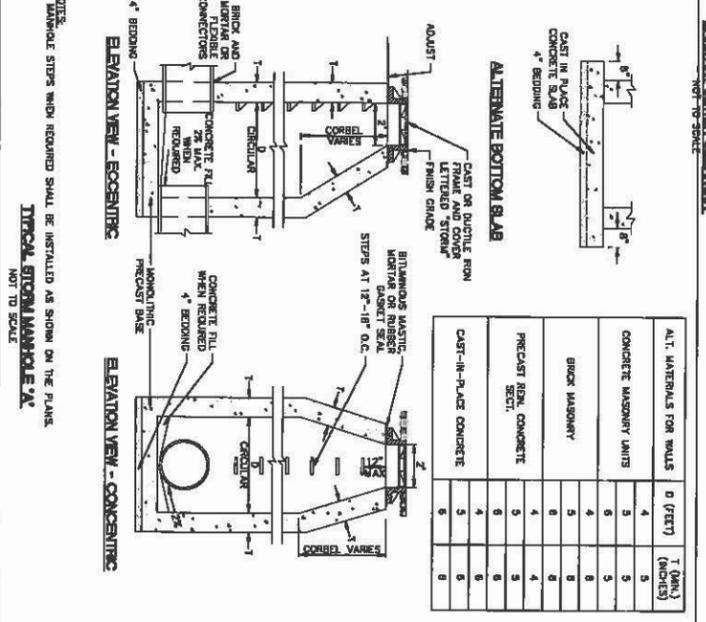
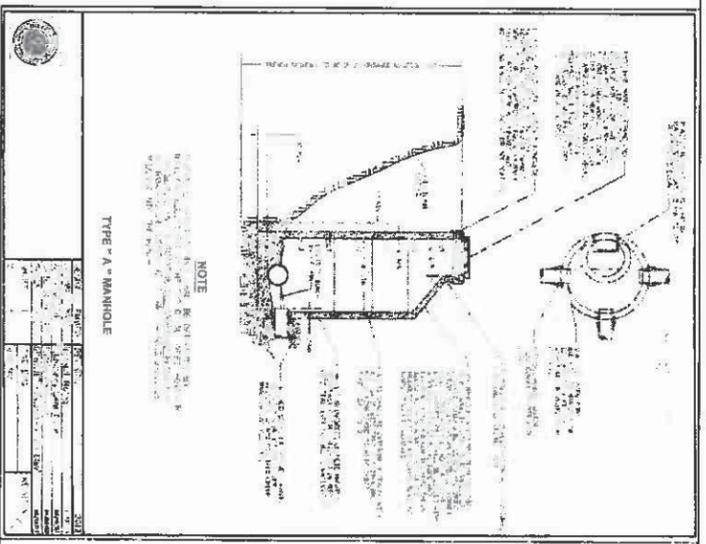
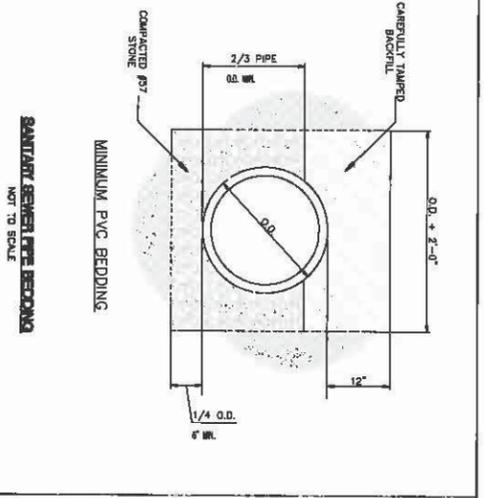
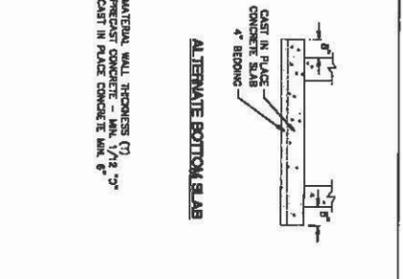
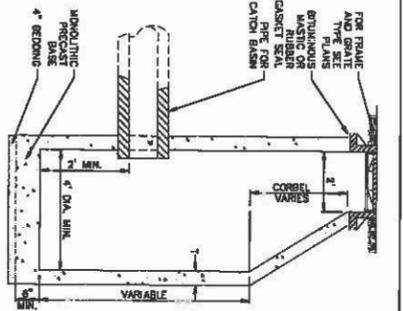
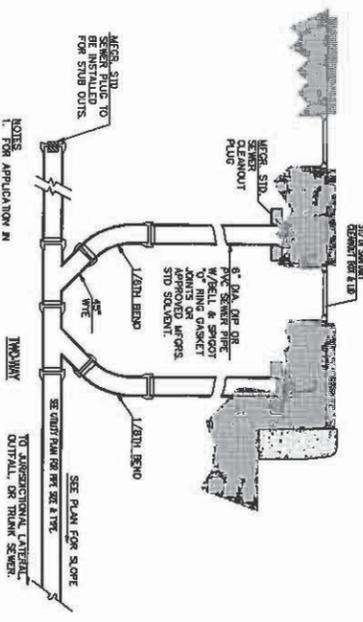
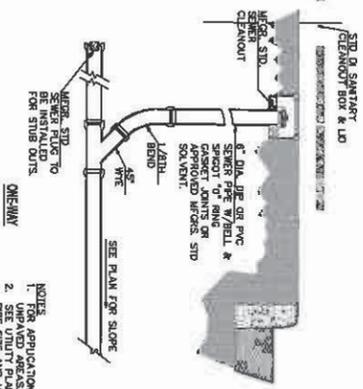
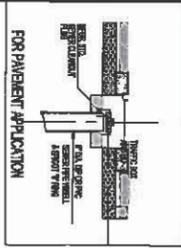
**PANDA EXPRESS**  
WANAM & WELLS DRIVE 2300  
7505 KINGSWAY HIGHWAY  
WILLOWBROOK, IL 60527

**CONSTRUCTION DETAILS**  
**C08.0**

TRAE WATSON & WELLS, INC. 2020







**NOTES:**

1. MANHOLE STEPS WHEN REQUIRED SHALL BE INSTALLED AS SHOWN ON THE PLANS. NOT TO SCALE.
2. ALL MATERIALS FOR WALLS SHALL BE CAST-IN-PLACE CONCRETE.
3. CONCRETE MASONRY UNITS SHALL BE CAST-IN-PLACE CONCRETE.
4. BRICK MASONRY SHALL BE CAST-IN-PLACE CONCRETE.
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100. ALL MATERIALS FOR WALLS SHALL BE CAST-IN-PLACE CONCRETE.



**811**  
Know what's below.  
Call before you dig.

**24-HOUR CONTACT**  
PANDA PM  
HAKIM YALSA  
847-477-5125



DATE: 01/14/2021  
DATE: 01/14/2021  
DATE: 01/14/2021



PANDA EXPRESS, INC.  
1853 Walnut Grove Ave.  
Rosemead, California  
91770  
Telephone: 626.792.6666  
Facsimile: 626.572.8288

REVISIONS:  
VALAGE PLAN REV. #1 01/19/2021  
VALAGE PLAN REV. #2 01/27/2021  
DOT PLAN REV. #1 04/09/2021  
VILLAGE PLAN REV. #4 04/14/2021

ISSUE DATE: 1/20/2020  
PC SUBMITTAL: 03/24/2021

DRAWN BY: LEH  
PANDA PROJECT #: D7058  
ATWELL PROJECT #: 18003793.01

**NORR**

**ATWELL**  
1800 N. LAKE DRIVE, SUITE 200  
DEERFIELD, ILLINOIS 60015  
TEL: 847.940.1000  
WWW.ATWELL.COM

**PANDA EXPRESS**  
WARREN & WELLS AVE 2310  
7505 KINBERY HIGHWAY  
WILLOWBROOK, IL 60527

**CONSTRUCTION DETAILS**

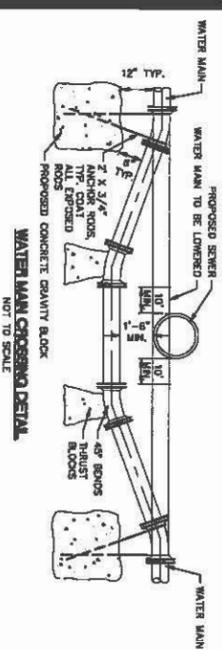
**C08.3**

TRUE WINDOW & WEI, CONVE 2300

NOT FOR CONSTRUCTION

NOT FOR CONSTRUCTION

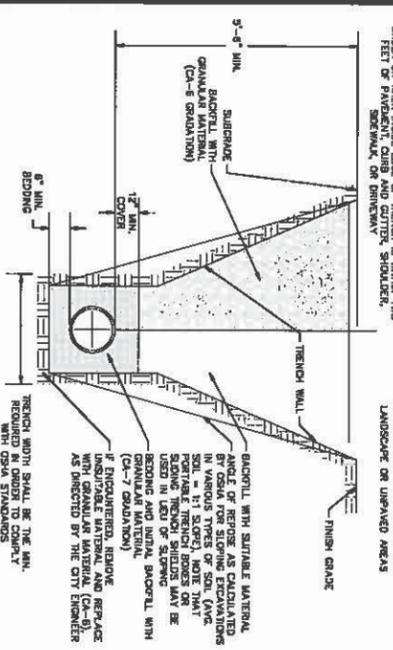
NOT FOR CONSTRUCTION



MINIMUM SQ. FT. AREA OF SECTION UNDERBROOD EARTH	8"	8"	10"	12"
8"	3.3	8.4	13.4	21.8
8"	3.0	5.1	8.4	11.3
10"	2.2	1.5	2.6	4.3
10"	11.2	2.8	4.3	6.1
12"	3.9	6.7	10.8	15.3

INSTALL ROOFING TO PREVENT INFLUX OF WATER UNDER PRESSURE AT JOINTS. USE CARE, WALKWAY HYDRANTS AND AT POINTS SPECIFIED BY THE ENGINEER SHALL BE CLASS 50 CONCRETE. A MINIMUM OF 12" THICK PLACED BETWEEN SOLID GROUND AND FITTING, AND SHALL BE ANCHORED IN SUCH MANNER THAT PIPE AND FITTING WILL BE CAPABLE OF WITHSTANDING THREAT BLOCKS SHALL BE PLACED AT JOINTS OF 10'-0" DEGREES OR MORE. REMOVAL OF CROSS WALLS FOR REPAIRS SHALL BE AT THE DISCRETION OF THE ENGINEER. THE COST OF THREAT BLOCKS SHALL BE INCLUDED IN THE COST OF THE FITTING.

**THREAT BLOCKS**  
NOT TO SCALE



**NOTES:**  
1. CONTRACTOR SHALL CONDUCT HIS OPERATIONS IN A SAFE MANNER AT ALL TIMES AND SHALL COMPLY WITH ALL APPLICABLE REGULATIONS, INCLUDING BUT NOT LIMITED TO OSHA SAFETY STANDARDS, ENFORCED IN ALL APPLICABLE JURISDICTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.

**WATER MAIN TRENCH SECTION**  
NOT TO SCALE



**PRIVATE WATER SERVICE SHUT OFF IN WALL DETAIL**  
NOT TO SCALE

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.



**URBAN LANE CLOSURE, MULTILANE, 1W OR 2W WITH NONTRAVERSABLE MEDIAN**  
STANDARD 701601-09

**GENERAL NOTES:**

1. All dimensions are in feet and inches.
2. All materials shall be of standard quality.
3. All work shall be done in accordance with the latest edition of the Standard Specifications for Highway Construction.
4. All work shall be done in accordance with the latest edition of the Standard Specifications for Highway Construction.

**SYMBOLS:**

- 1. Lane Closure
- 2. Lane Shift
- 3. Lane Shift
- 4. Lane Shift
- 5. Lane Shift
- 6. Lane Shift
- 7. Lane Shift
- 8. Lane Shift
- 9. Lane Shift
- 10. Lane Shift
- 11. Lane Shift
- 12. Lane Shift
- 13. Lane Shift
- 14. Lane Shift
- 15. Lane Shift
- 16. Lane Shift
- 17. Lane Shift
- 18. Lane Shift
- 19. Lane Shift
- 20. Lane Shift

**REVISIONS:**

NO.	DATE	DESCRIPTION
1	01/19/2021	ISSUE FOR PERMIT
2	02/02/2021	REVISED FOR PERMIT
3	04/09/2021	REVISED FOR PERMIT
4	04/14/2021	REVISED FOR PERMIT

**DATE:** 01/19/2021  
**SCALE:** AS SHOWN  
**PROJECT:** URBAN LANE CLOSURE, MULTILANE, 1W OR 2W WITH NONTRAVERSABLE MEDIAN  
**STANDARD:** 701601-09

**811**  
Know what's below.  
Call before you dig.

**34-HOUR CONTACT:**  
PANDA PM  
HAKKI VALLA  
847-477-5925

**ROSE E. KOC**  
REGISTERED PROFESSIONAL ENGINEER  
ILLINOIS  
DATE: 01/14/2021  
DEC: 11/20/2021

**ATWELL**  
1800-450-4000  
www.atwell.com  
1500 LUDWIG DRIVE, SUITE 300  
DUNDEE, ILLINOIS 60018

**PANDA EXPRESS**  
WARR & WELCH 2300  
7505 DUNDEE HIGHWAY  
WILLOWBROOK, IL 60077

**CONSTRUCTION DETAILS**  
**C08.4**

**PANDA EXPRESS CHINESE KITCHEN**

**PANDA EXPRESS, INC.**  
1083 Wilmet Grove Ave.  
Rosemead, California  
91770  
Telephone: 626.739.6666  
Facsimile: 626.372.8288

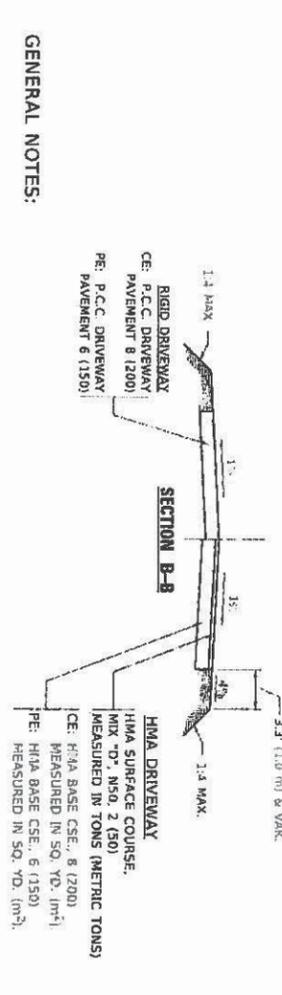
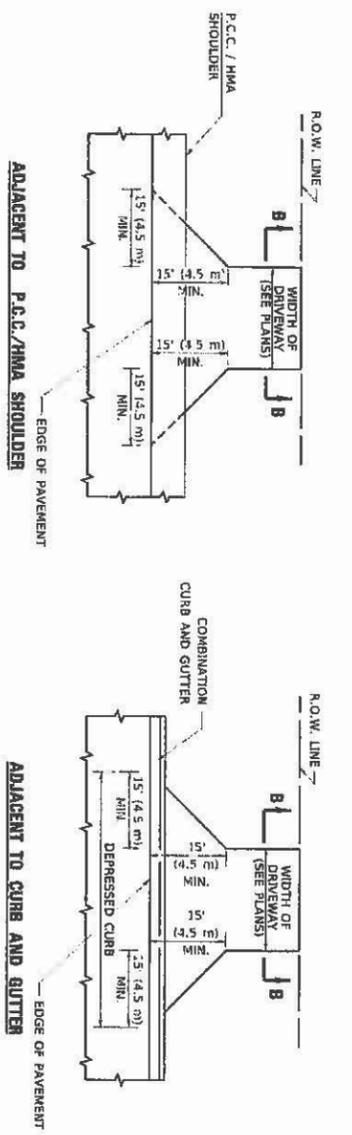
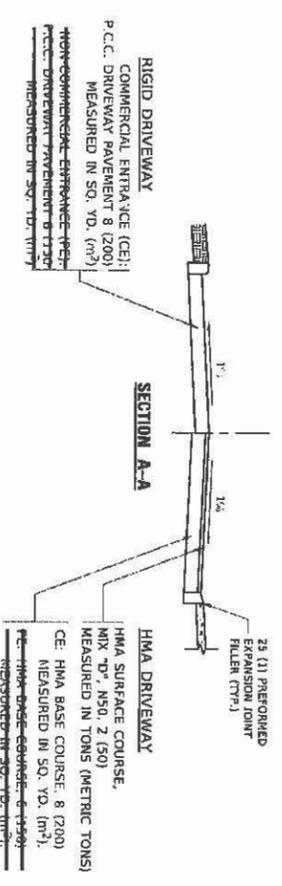
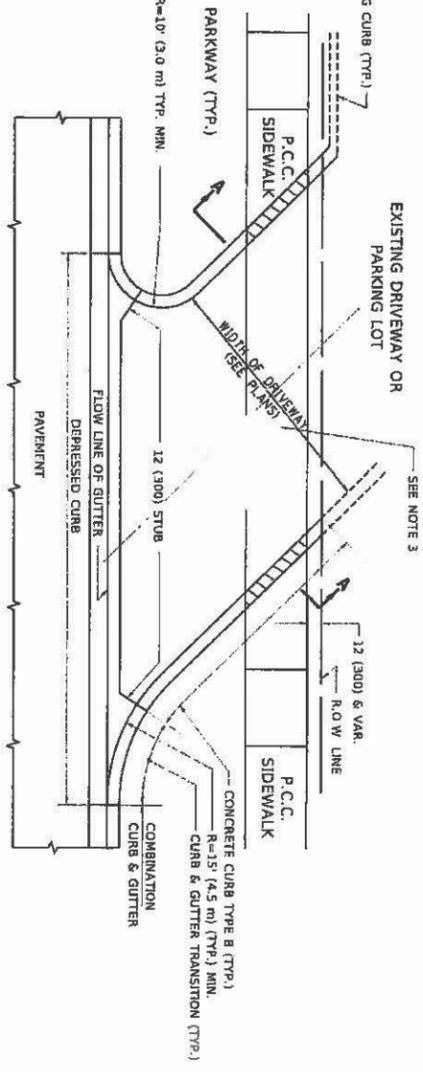
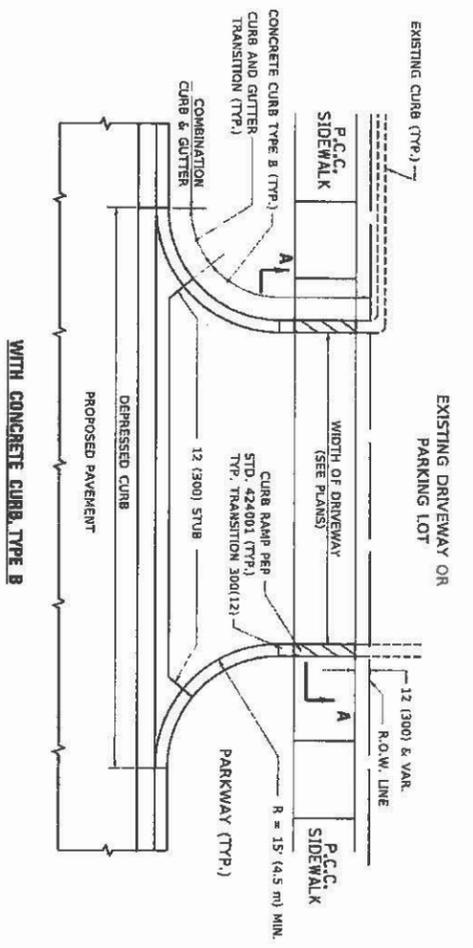
**NOT FOR CONSTRUCTION**

**ISSUE DATE:** 1/19/2021  
**PC SUBMITTAL #2:** 02/02/2021

**DESIGN BY:** LEH

**PANDA PROJECT #:** DYN88  
**ATWELL PROJECT #:** 18003769.01

**NORR**



**GENERAL NOTES:**

DRIVEWAY SLOPES, LOCATIONS, & GEOMETRIC LAYOUT SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE "HANDBOOK FOR POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS". FOR FURTHER LAYOUT REQUIREMENTS, REFER TO ILLUSTRATIONS IN THE PERMIT HANDBOOK. DRIVEWAYS SHALL BE REPLACED IN KIND, UNLESS OTHERWISE NOTED ON THE PLANS.

COMMERCIAL DRIVEWAYS SHALL BE CONSTRUCTED WITH CONCRETE CURB, TYPE B RETURNS EXCEPT WHEN THE SIDEWALK EDGE IS 4 FEET (1.2 METERS) OR LESS FROM THE BACK OF CURB. CONSTRUCT A FLARE DRIVEWAY WITHOUT CURB.

THE RESIDENT ENGINEER SHALL CONTACT THE TRAFFIC PERMIT OFFICE AT 847/705-4131 FOR ANY QUESTIONS ON DRIVEWAYS SHOWN IN THE PLANS; SPECIFICALLY IN REFERENCE TO ADDITIONAL AND/OR RELOCATION/REMOVAL OF A DRIVEWAY.

COMBINATION CONCRETE CURB & GUTTER SHALL BE MEASURED STRAIGHT ACROSS THE DRIVEWAY. NO ADDITIONAL EXPANSION WILL BE ALLOWED FOR THE CURB & GUTTER TRANSITION.

1 (25) PREFORMED EXPANSION JOINT FILLER WILL NOT BE PAID SEPARATELY, BUT SHALL BE CONSIDERED INCLUDED IN THE COST OF THE P.C.C. DRIVEWAY PAVEMENT OR P.C.C. SIDEWALK.

WHEN THE P.C.C. SIDEWALK EXTENDS THROUGH THE DRIVEWAY, THE THICKNESS OF THE SIDEWALK IN THE DRIVEWAY AREA SHALL BE THE SAME AS THE DRIVEWAY THICKNESS. SIDEWALK WILL BE PAID FOR AS P.C.C. SIDEWALK OF THE THICKNESS SPECIFIED. SIDEWALK CROSS SLOPE THRU DRIVEWAY AREA TO BE A MAXIMUM OF 1:50.

DESIGNED	R. SHAH	REVISION	P. LOFLER 04-15-03
DRAWN	R. BOHO 01-01-07	REVISION	R. BOHO 01-01-07
CHECKED	R. BOHO 05-11-08	REVISION	R. BOHO 05-11-08
DATE	11-04-95	REVISION	R. BOHO 05-08-11

USER NAME: rshah  
 LOT SCALE: 1"=50'-0"  
 LOT DATE: 3/15/2023

STATE OF ILLINOIS  
 DEPARTMENT OF TRANSPORTATION

DRIVEWAY DETAILS - DISTANCE BETWEEN R.O.W.  
 AND FACE OF CURB & EDGE OF SHOULDER ≥ 15'(4.5m)

SECTION	DRIVEWAY DETAILS - DISTANCE BETWEEN R.O.W. AND FACE OF CURB & EDGE OF SHOULDER ≥ 15'(4.5m)
SHEET	1 OF 3 SHEETS
SCALE	AS SHOWN
DATE	11-04-95

DRIVEWAY DETAILS - DISTANCE BETWEEN R.O.W. AND FACE OF CURB & EDGE OF SHOULDER ≥ 15'(4.5m)

STATE OF ILLINOIS  
 DEPARTMENT OF TRANSPORTATION

**NOTICE:**  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.

**24-HOUR CONTACT:**  
 PANDA PM  
 HANNA VALA  
 847-477-8125

**811**  
 Know what's below.  
 Call before you dig.

**PROFESSIONAL ENGINEER**  
 R. BOHO  
 LICENSE NO. 001-001-001



PANDA EXPRESS, INC.  
 1683 Walnut Grove Ave,  
 Rosemead, California  
 91770  
 Telephone: 626.799.8888  
 Facsimile: 626.372.8288

**REVISIONS:**  
 VILLAGE PLAN REV. #1 01/19/2021  
 VILLAGE PLAN REV. #2 01/27/2021  
 IDOT PLAN REV. #1 04/09/2021  
 VILLAGE PLAN REV. #4 04/14/2021

**ISSUE DATE:**  
 11/20/2023  
 PC SUBMITTAL #2 09/24/2021

**DRAWN BY:** LEH  
 PANDA PROJECT # 070158  
 ATWELL PROJECT # 18003719.01

**NORR**

**ATWELL**

**PANDA EXPRESS**

**CONSTRUCTION DETAILS**  
**C08.5**

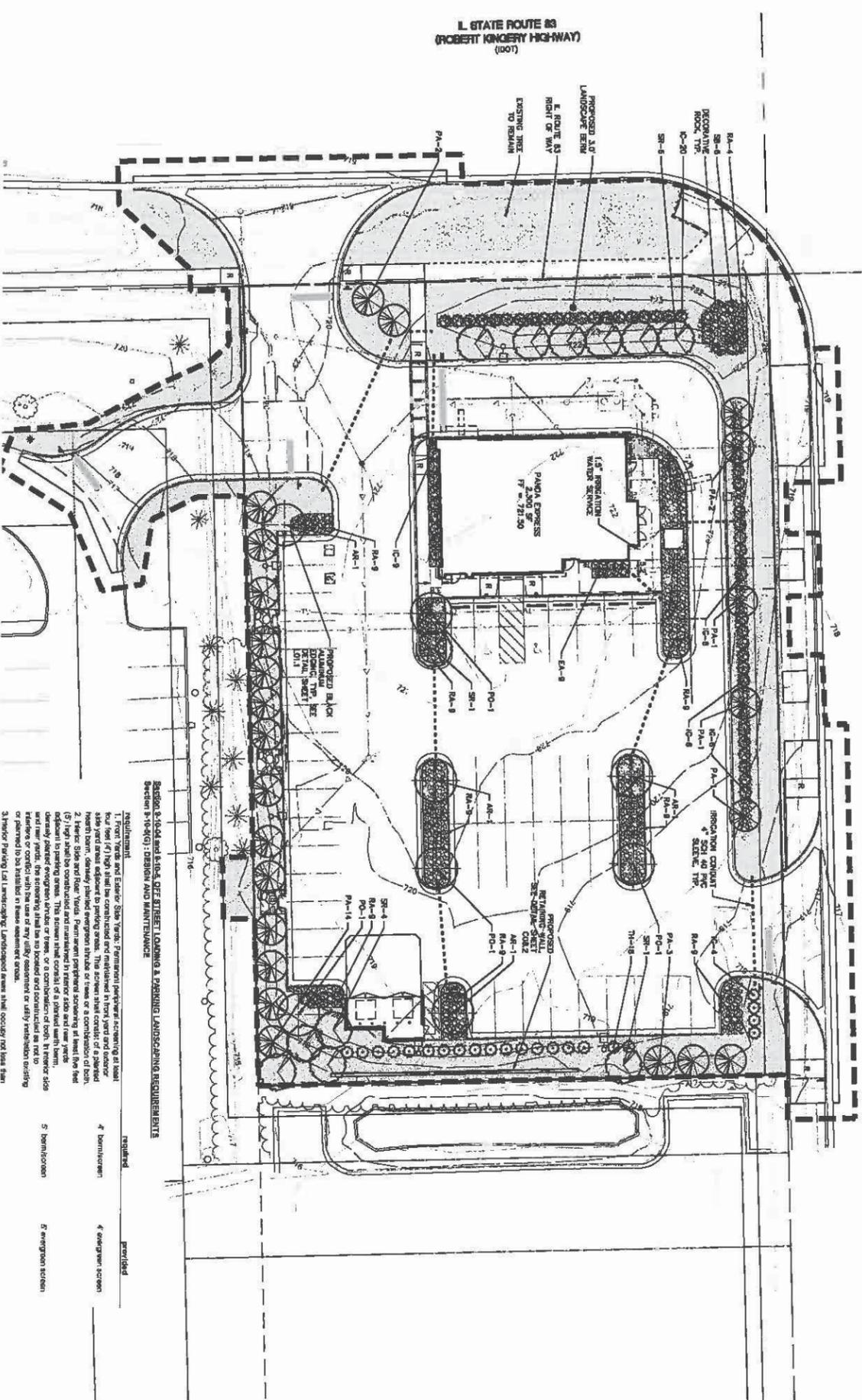
TRUE WARD & WELLS CORP. 2300

NOT FOR CONSTRUCTION



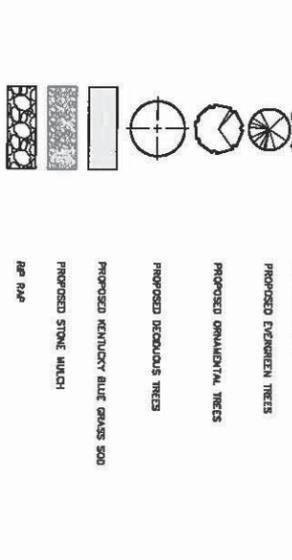


75th STREET  
(VARIING WIDTH)  
(VALLEY OF WILLOWBROOK)



**LANDSCAPE LEGEND**

- BOUNDARY LINE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING ROW
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING WATER LINE
- PROPOSED WATER LINE
- EXISTING UNDERGROUND GAS
- PROPOSED UNDERGROUND GAS
- EXISTING UNDERGROUND ELECTRIC
- PROPOSED UNDERGROUND ELECTRIC
- EXISTING UNDERGROUND CABLE
- PROPOSED UNDERGROUND CABLE
- PROPOSED IRRIGATION CONDUIT
- PROPOSED ALUMINUM CONDUIT
- EXISTING LIGHT POLE
- PROPOSED LIGHT POLE/PAVILION LIGHT
- PROPOSED SHAUBS
- PROPOSED EVERGREEN TREES
- PROPOSED ORNAMENTAL TREES
- PROPOSED DECIDUOUS TREES
- PROPOSED KENTUCKY BLUE GRASS 500 PER ROLP



**PLANT SCHEDULE**

KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS/SPEC.
EA	9	Euonymus alata 'Compacta'	Red Wing	2 1/2' Cal.	B&S
FA	78	Ribes xanthoxylon 'Sens-Law'	Bloodgood London Plane	2 1/2' Cal.	B&S
SA	6	Shibuea x berlandieri 'Gold Mount'	Golden Yellow	2 1/2' Cal.	B&S
SR	12	Syringa reticulata 'Honey Silk'	Honey Silk	1 1/2' Cal. (6' H. min)	B&S, Mark-Term, 3 stems
PA	24	Prunella sp.	Prunella	5'-6" H.	B&S
EA	9	Euonymus alata 'Compacta'	Red Wing	3 1/2' Cal.	11m to 14m
FA	78	Ribes xanthoxylon 'Sens-Law'	Bloodgood London Plane	No. 3 Cont.	
SA	6	Shibuea x berlandieri 'Gold Mount'	Golden Yellow	No. 3 Cont.	
SR	12	Syringa reticulata 'Honey Silk'	Honey Silk	No. 3 Cont.	
PA	24	Prunella sp.	Prunella	No. 3 Cont.	

**PLANT CALCULATION**

**ORNAMENTAL COMPLIANCE MATRIX**

Planting	Area (sq. ft.)	Species	Planting	Area (sq. ft.)	Species
Street Frontage (Panda Exp.)	70,000	Tree	Street Frontage (Panda Exp.)	70,000	Tree
Street Frontage (75th St.)	17,000	Shrub	Street Frontage (75th St.)	17,000	Shrub
Sign Structure Area	17,000	Tree	Sign Structure Area	17,000	Tree
Urban Area	3 (20 degrees to 30 degrees)	Tree	Urban Area	3 (20 degrees to 30 degrees)	Tree

**System 3-4.1 BUSINESS DISTRICT LANDSCAPING REQUIREMENTS**

**System 3-4.1(D) FRONT AND EXTERIOR SIDE YARD LANDSCAPE PLANTING REQUIREMENTS**

Planting	Quantity	Planting	Quantity
Tree	100	Tree	100
Shrub	60	Shrub	60
Ornamental Tree	15	Ornamental Tree	15
Evergreen Shrub	20	Evergreen Shrub	20
Deciduous Shrub	10	Deciduous Shrub	10

**NOTICE**

CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES (ELECTRIC, GAS, WATER, SANITARY SEWER, TELEPHONE, CABLE, ETC.) AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THESE UTILITIES. CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES (ELECTRIC, GAS, WATER, SANITARY SEWER, TELEPHONE, CABLE, ETC.) AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THESE UTILITIES.

**8-HOUR CONTACT**

PANDA EXPRESS  
HAWAII, HI  
847-477-5225

**SCALE**

1" = 20 FEET

**811**

Know what's below.  
Call before you dig.

PANDA EXPRESS, INC.  
1883 Ward Drive Ave.  
Rosemead, California  
91770  
Telephone: 626.799.8888  
Facsimile: 626.972.8288

**REVISIONS:**

NO.	DATE	DESCRIPTION
1	01/19/2021	VILLAGE PLAN REV. #1
2	01/27/2021	VILLAGE PLAN REV. #2
3	04/09/2021	IDOT PLAN REV. #1
4	04/14/2021	VILLAGE PLAN REV. #4

**ISSUE DATE:** 1/20/2020

**PC SUBMITTAL:** 09/24/2021

**PC SUBMITTAL #2:** 09/24/2021

**ISSUE DATE:** 1/20/2020

**PC SUBMITTAL:** 09/24/2021

**PC SUBMITTAL #2:** 09/24/2021

**ORAWAN BY: LEH**

**PANDA PROJECT # D17018**

**ATWELL PROJECT # 18003789.01**

656.800.4500 [www.atwell.com](http://www.atwell.com)  
1200 EAST 100th AVENUE, SUITE 200  
P.O. BOX 1000  
P.O. BOX 1000  
P.O. BOX 1000

**PANDA EXPRESS**

WARRI & WELLCOME 2300  
7505 KINCERY HIGHWAY  
WILLOWBROOK, IL 60027

**LANDSCAPE PLAN**

**L01.0**

TRUE WARRI & WELLCOME 2300





Project: Willowbrook, IL - Panda Express  
 Location: 7505 S. Kingery Hwy.  
 Willowbrook, IL 60527

Date: 11/20/2020

1250 East Diehl Road, Suite 300

Naperville, IL 60563

Ph: 630-577-0800

**Engineer's Opinion of Probable Construction Cost**

This EOPC was prepared in accordance with Final Site Plans for Willowbrook, IL Panda Express, prepared by Atwell dated 11/20/2020.

	Quantity	Unit	Unit Cost	Total
<b>SITWORK</b>				
<b>Erosion Control</b>				
Construction Entrance	1	EACH	\$5,000.00	\$5,000.00
Concrete Washout	1	EACH	\$500.00	\$500.00
Tree Protection Fence	12	LF	\$4.00	\$48.00
Silt Fence (Wire Back)	880	LF	\$2.50	\$2,200.00
Inlet Filter	7	EACH	\$200.00	\$1,400.00
<b>Erosion Control Sub-Total</b>				<b>\$9,148.00</b>
<b>Demolition and Earthwork</b>				
Clear and Grub	0.08	ACRES	\$5,000.00	\$400.00
Remove Existing Sanitary Sewer Pipe	154	LF	\$10.00	\$1,540.00
Remove Existing Water Service Pipe	138	LF	\$10.00	\$1,380.00
Relocate Existing Hydrant	1	EACH	\$1,750.00	\$1,750.00
Remove Existing Wood Wall	99	LF	\$2.00	\$198.00
Remove Existing Light Pole	11	EACH	\$225.00	\$2,475.00
Remove Existing Bollard	2	EACH	\$100.00	\$200.00
Remove Existing Fence	346	LF	\$3.00	\$1,038.00
Remove Existing Concrete	17	SF	\$1.50	\$25.50
Topsoil Stripping and Stockpiling	199	CY	\$2.25	\$447.75
Topsoil Respread (4")	1772	SY	\$1.50	\$2,658.00
Excavation to Stockpile	211	CY	\$3.00	\$633.00
Fill from Stockpile	211	CY	\$3.00	\$633.00
Fill from Import	396	CY	\$18.00	\$7,128.00
Fine Grade Pad	256	SY	\$2.50	\$640.00
Subgrade Preparation - Rough Grade	2910	SY	\$1.00	\$2,910.00
Remove Existing Pavement	4437	SY	\$5.25	\$23,294.25
Sawcut Pavement, Full Depth	341	LF	\$3.50	\$1,193.50
Remove Existing Curb and Gutter	1195	LF	\$5.00	\$5,975.00
<b>Demolition &amp; Earthwork Sub-Total</b>				<b>\$54,519.00</b>
<b>Utilities</b>				
<b>Sanitary Sewer</b>				
6" PVC Service	348	LF	\$32.00	\$11,136.00
6" Clean Out	10	EACH	\$500.00	\$5,000.00
4'-0" Diameter Manhole	1	EACH	\$4,500.00	\$4,500.00
Connect to Existing Sanitary Sewer Manhole	1	EACH	\$800.00	\$800.00
Grease Trap (1,000 gal - precast concrete)	1	EACH	\$5,500.00	\$5,500.00
Testing & Inspections	1	EACH	\$1,000.00	\$1,000.00
<b>Sanitary Sewer Sub-Total</b>				<b>\$27,936.00</b>

	Quantity	Unit	Unit Cost	Total
<b>Water</b>				
1.5" Irrigation Water Service	10	LF	\$18.00	\$180.00
6" DIP Fire Water Service	73	LF	\$30.00	\$2,190.00
Dip Exiting Water Main	1	EACH	\$4,000.00	\$4,000.00
Connection to Existing Water Main	1	EACH	\$1,000.00	\$1,000.00
<b>Water Sub-Total</b>				<b>\$7,370.00</b>
<b>Storm Sewer</b>				
6" HDPE Storm Sewer Pipe	54	LF	\$20.00	\$1,080.00
12" HDPE Storm Sewer Pipe	436	LF	\$38.00	\$16,568.00
4'-0" Diameter Type "A" Catch Basin	5	EACH	\$3,800.00	\$19,000.00
4'-0" Diameter Manhole	1	EACH	\$4,500.00	\$4,500.00
<b>Storm Sewer Sub-Total</b>				<b>\$41,148.00</b>
<b>Other Utilities</b>				
Area Lights	8	EACH	\$1,500.00	\$12,000.00
<b>Other Utilities Sub-Total</b>				<b>\$12,000.00</b>
<b>Paving</b>				
Subgrade Preparation - Fine Grading	2959	SY	\$1.50	\$4,438.50
Aggregate Base Course (CA-6), 4" (Curb & Gutter)	24	SY	\$5.50	\$132.00
Aggregate Base Course (CA-6), 5" (Drive Thru)	285	SY	\$6.00	\$1,710.00
Aggregate Base Course (CA-6), 5" (PCC Parking)	121	SY	\$6.00	\$726.00
Aggregate Base Course (CA-6), 5" (Dumpster)	83	SY	\$6.00	\$498.00
Aggregate Base Course (CA-6), 8" (Asphalt Parking)	680	SY	\$7.75	\$5,270.00
Aggregate Base Course (CA-6), 10" (Asphalt drive Aisles)	1766	SY	\$8.50	\$15,011.00
Hot Mix Asphalt Binder Course, N50, 2-1/2" (Parking)	680	SY	\$11.75	\$7,990.00
Hot Mix Asphalt Binder Course, N50, 2-1/2" (Drive Aisles)	1766	SY	\$11.75	\$20,750.50
Hot Mix Asphalt Surface Course, 1-1/2" (Parking)	680	SY	\$9.00	\$6,120.00
Hot Mix Asphalt Surface Course, 2" (Drive Aisles)	1766	SY	\$11.25	\$19,867.50
PCC Pavement, 5" (Parking)	121	SY	\$28.00	\$3,388.00
PCC Pavement, 6" (Drive thru)	285	SY	\$32.00	\$9,120.00
PCC Pavement, 7" (Dumpster)	83	SY	\$36.00	\$2,988.00
Concrete Curb and Gutter Type B-6:12	1512	LF	\$12.00	\$18,144.00
PCC Sidewalk with Subbase, 4"	294	SY	\$45.00	\$13,230.00
Pavement Marking, ADA Parking Symbol	2	EACH	\$250.00	\$500.00
Pavement Marking, ADA Striping	1	EACH	\$350.00	\$350.00
Pavement Marking, Crosswalk	1	EACH	\$750.00	\$750.00
Pavement Marking, Drive Thru Parking Space	2	EACH	\$350.00	\$700.00
Pavement Marking, 4" Solid White	913	LF	\$3.00	\$2,739.00
Pavement Marking, 24" Solid White	54	LF	\$9.50	\$513.00
Rubber Wheel Stops	7	EACH	\$325.00	\$2,275.00
Signage	5	EACH	\$200.00	\$1,000.00
<b>Paving Sub-Total</b>				<b>\$138,210.50</b>
<b>Landscaping</b>				
Retaining Wall	248	SF	\$27.50	\$6,820.00
Sod	1472	SY	\$5.00	\$7,360.00
Mulch	36	CY	\$50.00	\$1,800.00
Tree	46	EACH	\$350.00	\$16,100.00
Shrub	203	EACH	\$40.00	\$8,120.00
<b>Landscaping Sub-Total</b>				<b>\$40,200.00</b>
<b>TOTAL</b>				<b>\$330,531.50</b>

Quantity	Unit	Unit Cost	Total
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***This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using estimated quantities and represents Engineer's best judgment as an experienced and qualified professional Engineer generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein.***

**Notes:**

1. The EOCP includes site work only and does not include the building, monument sign, or drive-thru equipment.
2. Demolition of the existing building, underground storage tank, fuel pumps, fuel piping, canopy and monument sign are to be completed by the Seller and are not included in this EOCP.



CONSULTING. ENGINEERING. CONSTRUCTION.

To: **Hakim Yala**  
**Panda Express**

From: **Brian A. Styck, P.E.**  
**Project Manager**

**Michael Keith, P.E.**  
**Project Manager**

Date: **January 5, 2021**

Subject: **Willowbrook, IL Panda Express**  
**Site Traffic Study**  
**Special Use Permit**

---

This memorandum report summarizes the findings and recommendations of the Site Traffic Study performed by Atwell, LLC for the Site Plan Review, Special Use Permit and Variations requested for a proposed Panda Express located at 7505 Kingery Highway (IL Route 83), Willowbrook, IL. The proposed project includes demolition of an existing 2,131 SF Shell Gasoline and Service Station with Convenience Mart and construction of a 2,300 SF Panda Express Restaurant. A Special Use Permit is requested to allow for a proposed drive-thru within the Village of Willowbrook B-2 Community Shopping Zoning District.

### **EXISTING CONDITIONS**

#### **Location**

The subject property is a ±1.0 acre parcel located at the southeast corner of the Kingery Highway and 75<sup>th</sup> Street intersection. The site address is 7505 Kingery Highway, Willowbrook, IL 60527.



Figure 1 – Site Location Aerial View

### Site Accessibility

The subject property is currently accessed from both Kingery Highway (IL Route 83) and 75<sup>th</sup> Street (see Figure 1).

*Kingery Highway (IL Route 83)* is a north-south principle arterial roadway under the jurisdiction of the Illinois Department of Transportation (IDOT). Adjacent to the site, Kingery Highway is a four-lane divided roadway section. At the signalized intersection with 75<sup>th</sup> Street, there are two north bound left turn lanes, one north bound right turn lane, one south bound left turn lane and one south bound right turn lane. Kingery Highway has a median consequently requiring right in/right out access at the site driveway. Based on IDOT's Traffic Data Map (year: 2019), Kingery Highway carries approximately 50,000 average daily trips.

*75<sup>th</sup> Street* is an east-west major collector roadway under the jurisdiction of the Village of Willowbrook. East of the project site, 75<sup>th</sup> Street is a two-lane undivided roadway section. West of the project site (west of the Kingery Highway intersection), 75<sup>th</sup> Street is a four-lane undivided roadway section. At the signalized intersection with Kingery Highway, there is an eastbound left and right turn lane and a westbound left and right turn lane. The current site does allow a full movement access on 75<sup>th</sup> Street. Based on IDOT's Traffic Data Map (year: 2019), 75<sup>th</sup> Street carries approximately 3,000 average daily trips (east of the Kingery Highway intersection).

### Existing Land Use Traffic Generation

The existing site land use is a developed Shell Gasoline and Service Station with Convenience Mart (ITE Code 945). In accordance with the ITE Trip Generation Manual 10<sup>th</sup> Edition, the existing site generates the following traffic counts:

- Average Daily Trips = 2,131 SF x 1,440.02 Trips/KSF = 3,069 Trips

- AM Peak Hour Total Trips = 2,131 SF x 75.99 Trips/KSF = 162 Trips
- PM Peak Hour Total Trips = 2,131 SF x 88.35 Trips/KSF = 188 Trips

**PROPOSED CONDITIONS**

**Site Accessibility**

The Panda Express site layout proposes constructing new access driveways in the approximate location of the existing access driveways, with the exception of the westernmost right-in only site access drive on 75<sup>th</sup> Street which will be closed off and curbed. The access on 75<sup>th</sup> Street will be a full movement for inbound traffic and limited to a right-out only. The access on Kingery Highway will remain to be a right-in/right-out access.

*75<sup>th</sup> Street* – The proposed site access driveway on 75<sup>th</sup> Street meets the Village requirement of 70’ from the nearest lot line, however, it does not meet the minimum spacing from the ROW intersection of 500’ (or outside the functional area), therefore a variation will be required. This variation was previously granted for the existing site access driveway.

*Kingery Highway* – The proposed site access driveway on Kingery Highway neither meets the Village requirement of 70’ from the nearest lot line, nor the minimum spacing from the ROW intersection of 500’ (or outside the functional area), therefore variations will be required for both requirements. These variations were previously granted for the existing site access driveway.

**Proposed Land Use Traffic Generation**

The proposed site land use is a Fast Food Restaurant with Drive-Thru (ITE Code 934). In accordance with the ITE Trip Generation Manual 10<sup>th</sup> Edition, the proposed site will generate the following traffic counts:

- Average Daily Trips = 2,300 SF x 470.95 Trips/KSF = 1,083 Trips
- AM Peak Hour Total Trips = 2,300 SF x 40.19 Trips/KSF = 92 Trips\*
  - \*NOTE: Panda Express typical hours of operation are 10 AM to 10 PM, therefore, the AM peak hour total trips listed above are not anticipated for this site. The AM Peak Hour Total Trips information for a Fast Food Restaurant with Drive-Thru is provided for reference only.
- PM Peak Hour Total Trips = 2,300 SF x 32.67 Trips/KSF = 75 Trips

Based on trip calculations from the ITE Trip Generation Manual 10<sup>th</sup> Edition, the proposed site land use will generate approximately 60%-65% less traffic (trips) than the existing site land use.

	Existing Land Use Shell Gasoline/Service Station with Convenience Mart (ITE Code 945)	Proposed Land Use Panda Express Fast Food Restaurant with Drive-Thru (ITE Code 934)	Total Trip Decrease	% Decrease
Average Daily Trips	3,069	1,083	-1,986	-64.71%
AM Peak Hour Trips	162	92*	-70	-43.21%
PM Peak Hour Trips	188	75	-113	-60.11%

\*NOTE: Panda Express typical hours of operation are 10 AM to 10 PM, therefore, the AM peak hour total trips listed above are not anticipated for this site. The AM Peak Hour Total Trips information for a Fast Food Restaurant with Drive-Thru is provided for reference only.

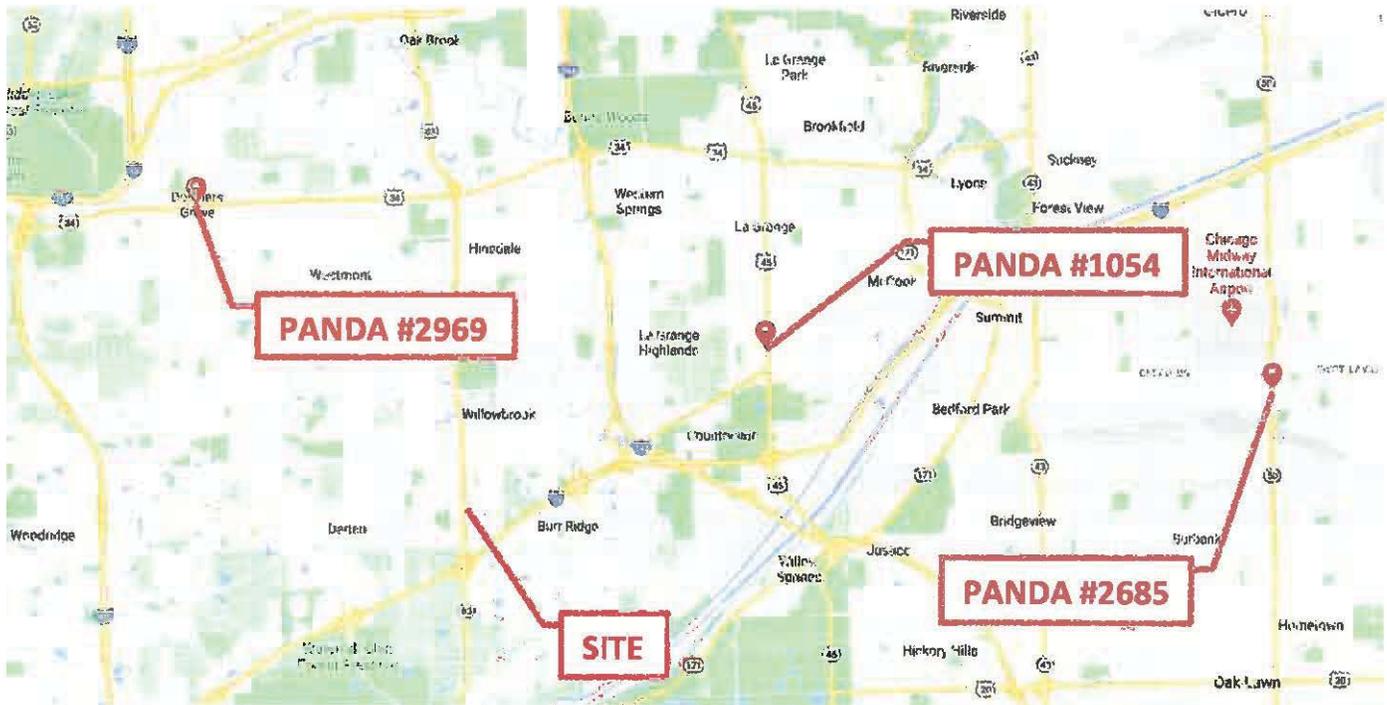
**Drive-Thru Queueing**

Data was collected from three (3) similar nearby Panda Express drive-thru restaurants for the purpose of estimating peak drive-thru queueing for the proposed Willowbrook, IL Panda Express. The three similar nearby Panda Express drive-thru restaurants include the following locations:

**Panda Express #1054**  
 185 Countryside Plaza  
 Countryside, IL 60525

**Panda Express #2685**  
 6501 S Cicero Ave  
 Chicago, IL 60638

**Panda Express #2969**  
 1010 Ogden Ave  
 Downers Grove, IL 60515



*Figure 2 – Similar Nearby Panda Express Drive-Thru Restaurants*

The data collected from three (3) similar nearby Panda Express drive-thru restaurants included seven (7) consecutive days of drive-thru transaction counts, divided into 30-minute time spans. Copies of the drive-thru transaction information for each nearby location is included in the attachments. At the request of Panda Express, the net sales information has been removed from the drive-thru transaction tables. An average service time of 5 minutes (information provided by Panda Express) starting with the food order at the menu board and ending with food pickup at the drive-thru window was used for the drive-thru queueing analysis.

	<b>Panda #1054</b>	<b>Panda #2685</b>	<b>Panda #2969</b>
Avg. Daily Total (10 AM - 10 PM)	345	327	174
Max. One Day Total (10 AM - 10 PM)	397	386	201
Peak 7 Day Avg./30 Min.	22	18	12
Peak Total/30 Min.	25	23	15
Estimated Max Queueing	5	4	3

Panda Express #1054 had the highest drive-thru traffic counts in all categories. Both the peak 7-day average transactions/30 minutes and the peak total transactions/30-minutes occurred during lunch hours (11 AM – 2 PM). The peak total transactions/30-minute span (25 cars) occurred on three (3) separate occasions during

the one-week data collection. The maximum drive-thru queueing estimate for the proposed Willowbrook, IL Panda Express, based on counts from Panda Express #1054, is not expected to exceed five (5) cars during peak business hours.

The Willowbrook, IL Panda Express proposed site layout is designed to provide a total storage length of seven (7) vehicles for the drive-thru window queue, with placement of the menu/order board at the fifth car. Furthermore, two (2) drive-thru parking pick up spaces are proposed which will help reduce drive-thru queueing as needed during peak business hours. A copy of the Traffic Plan showing the proposed drive-thru queueing and drive-thru parking pick up spaces is provided in the attachments.

### **Parking Evaluation**

The Village of Willowbrook Ordinance 9-10-5(K) requires 1 parking space for each 100 square feet of floor area which equals 23 parking spaces (2,300 SF x 1 parking space/100 SF). For comparison, the nearby similar Panda Express Drive-Thru Restaurant #2969 also requires 23 parking spaces (2,300 SF x 10 parking spaces/1,000 SF) in accordance with the Village of Downers Grove Municipal Code (Sec 28.7.030). The proposed Panda Express site layout provides a total of 46 parking spaces which is double the Village of Willowbrook parking requirement and should be more than adequate to meet current and future parking needs. The 46 total parking spaces are broken down as follows:

- Regular = 42 Spaces
- Drive-Thru Pickup = 2 Spaces
- ADA (Van Accessible) = 2 Spaces

### **Truck Turn Analysis**

A truck turn analysis was completed for the proposed Panda Express site layout with the following vehicles:

- Fire Truck: 40' Overall Length (22' wheel base)
- Front Load Garbage Truck: 33.75' Overall Length (22.167' wheel base)
- Delivery Truck: 45.5' Overall Length (40' wheel base)

No issues are anticipated with truck access in and out of the site. A copy of the Truck Turn Analysis Exhibit is provided in the Attachments.

## **CONCLUSION**

### **Conclusion**

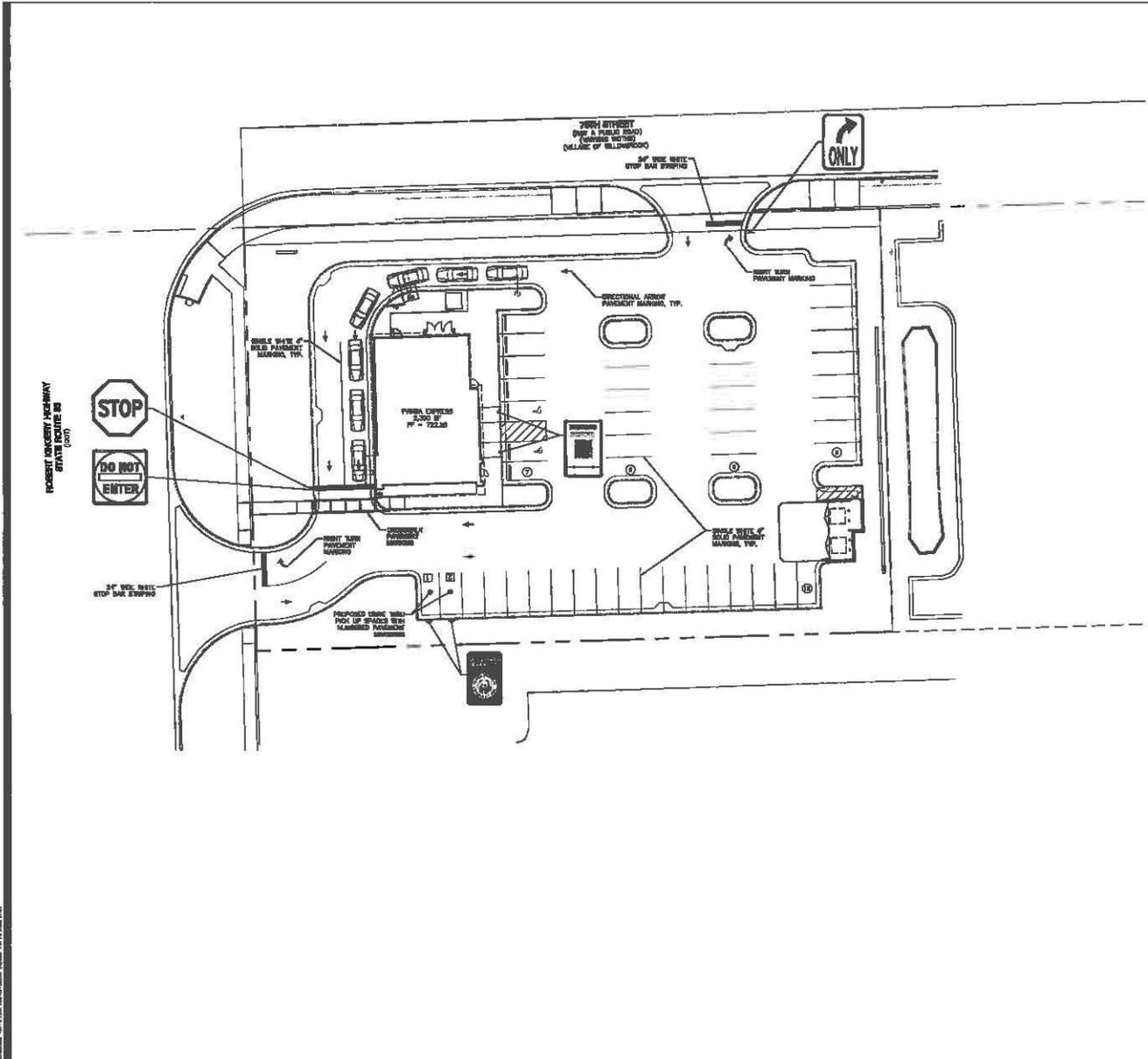
Based on the proposed Panda Express Drive-Thru Restaurant development plans and the preceding findings, the following conclusions and recommendations are made:

- The proposed site access is more than adequate to serve the site and will provide for safer traffic flow by eliminating the westernmost driveway on 75<sup>th</sup> Street and requiring a right turn only onto 75<sup>th</sup> Street.
- The proposed Panda Express Drive-Thru Restaurant is estimated to generate less traffic than the existing Shell Gasoline and Service Station with Convenience Mart; therefore, the proposed development will have no additional impact on adjacent roadways and/or land uses.
- The proposed drive-thru is designed to provide a total storage length that exceeds the estimated peak drive-thru queueing. Furthermore, two drive-thru parking pick up spaces are proposed which will help to reduce drive-thru queueing as needed during peak business hours.
- The proposed site layout is designed to provide sufficient parking spaces that exceed the Village of Willowbrook off street parking requirements.

## ATTACHMENTS

### **Attachments**

1. Traffic Plan
2. Nearby Panda Express Drive-Thru Transaction Counts:
  - a. Panda #1054 (Countryside)
  - b. Panda #2685 (Chicago)
  - c. Panda #2969 (Downers Grove)
3. Truck Turn Analysis



**LEGEND**

--- EXISTING ROAD  
 --- PROPOSED DRIVE  
 --- PROPOSED DRIVE

**STK TRAFFIC DATA**

EXISTING LANE USED: DRIVE/REVERSE STATION W/CONVY/DRIVE WAY (TC CODE 040)  
 PROPOSED LANE USED: FAST FOOD RESTAURANT W/ DRIVE-THRU (TC CODE 034)

DAILY RATE: DIRECTION LANE USE: DRIVEWAY LANE USE: DRIVEWAY LANE USE:  
 PEAK HOUR TOTAL PM (4-8): 108 TRIPS 1,033 TRIPS 75 TRIPS

\*TRAFFIC RATES ARE BASED ON ITC TRIP OBSERVATION, 96TH CDOT

**DRIVE-THRU DATA**

DRIVE-THRU QUEUES PROVIDED: 7 CARS  
 ESTIMATED PEAK DRIVE-THRU QUEUES NEEDED: 5 CARS

EXISTING NEARBY PANDA EXPRESS DRIVE-THRU DATA:

PEAK TOTAL/20 MIN SPAN	PANDA EXPRESS	PANDA EXPRESS	PANDA EXPRESS
ESTIMATED USE QUEUES	23 CARS	26 CARS	16 CARS
	6 CARS	4 CARS	3 CARS

DRIVE-THRU DATA COLLECTED FROM THE FOLLOWING NEARBY PANDA EXPRESS DRIVE-THRU RESTAURANTS:

**PANDA EXPRESS**  
 314 QUINCY RD & JULET RD  
 COUNTRYVILLE, IL

**PANDA EXPRESS**  
 W 60TH ST & S CROWN AVE  
 CHICAGO, IL

**PANDA EXPRESS**  
 8001 S WOOD AVE  
 BROWNSVILLE, IL

**PARKING DATA**

REQUIRED PARKING CALCULATION  
 1 PARKING SPACE PER 100 SF OF FLOOR AREA  
 1 SPACE/100 SF = 8,200 SF = 82 SPACES

TOTAL REQUIRED SPACES: 82 SPACES

PROVIDED:

REGULAR (8' X 14')	42 SPACES
DRIVE-THRU PICKUP (8' X 10')	2 SPACES
ANGULAR (8' X 10')	2 SPACES
TOTAL PROVIDED SPACES	46 SPACES



**PANDA EXPRESS, INC.**  
 1885 Walnut Grove Ave.  
 Rosemead, California  
 91770  
 Telephone: 626.778.8888  
 Fax: 626.778.8788

All Plans, Specifications, and other documents of this project are the property of Panda Express, Inc. and shall remain the property of Panda Express, Inc. No part of these Plans, Specifications, or other documents shall be used for any purpose other than the project for which they were prepared without the written consent of Panda Express, Inc.

**REVISIONS:**

NO.	DATE	DESCRIPTION

NOT FOR CONSTRUCTION

DRAWN BY: SAC

PANDA PROJECT # 0358  
 ATWELL PROJECT # 100208111



**PANDA EXPRESS**  
 WARM & WISDOM 2800  
 7506 KINGSWAY HIGHWAY  
 WILLOWBROOK, IL 60527

TRAFFIC PLAN

EX-02

**811**  
 Before you dig, Call before you dig.

**NOTES:**  
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

**24-HOUR CONTACT:**  
 PANDA PMU  
 NAREM YALSA  
 847-477-8988

**SCALE:**  
 1" = 20 FEET

Panda Express #1054 (Countryside, IL)

Store	Day of Week		Sun		Mon		Tue		Wed		Thu		Fri		Sat		Average Daily	
	Daypart	Detail	DT Net Sales	DT Total Cars (Good Data)	DT Net Sales	DT Total Cars (Good Data)	DT Net Sales	DT Total Cars (Good Data)	DT Net Sales	DT Total Cars (Good Data)	DT Net Sales	DT Total Cars (Good Data)	DT Net Sales	DT Total Cars (Good Data)	DT Net Sales	DT Total Cars (Good Data)	DT Net Sales	DT Total Cars (Good Data)
1054	Breakfast	10:00 - 10:29		0		0		1		1		1		0		0		0
1054	Breakfast	10:30 - 10:59		4		5		9		6		8		7		3		6
1054	Lunch	11:00 - 11:29		10		14		18		17		14		14		12		14
1054	Lunch	11:30 - 11:59		13		17		21		19		20		21		15		18
1054	Lunch	12:00 - 12:29		18		25		22		25		22		23		25		22
1054	Lunch	12:30 - 12:59		18		21		22		22		20		25		19		21
1054	Lunch	13:00 - 13:29		16		22		18		20		19		23		19		20
1054	Lunch	13:30 - 13:59		15		20		16		19		17		23		20		18
1054	Afternoon	14:00 - 14:29		16		18		15		18		16		20		21		18
1054	Afternoon	14:30 - 14:59		16		15		11		14		14		19		19		15
1054	Afternoon	15:00 - 15:29		18		16		14		14		12		16		20		16
1054	Afternoon	15:30 - 15:59		20		13		17		16		17		16		17		16
1054	Afternoon	16:00 - 16:29		18		14		12		15		14		17		20		16
1054	Afternoon	16:30 - 16:59		18		13		17		16		17		17		18		17
1054	Dinner	17:00 - 17:29		21		21		17		19		19		21		18		19
1054	Dinner	17:30 - 17:59		17		18		22		21		19		20		20		20
1054	Dinner	18:00 - 18:29		19		17		18		22		17		20		19		19
1054	Dinner	18:30 - 18:59		16		18		15		18		22		20		20		18
1054	Dinner	19:00 - 19:29		12		15		14		19		18		20		16		16
1054	Dinner	19:30 - 19:59		8		11		14		13		16		19		12		13
1054	Evening	20:00 - 20:29		7		11		12		15		13		16		14		12
1054	Evening	20:30 - 20:59		4		5		5		9		6		11		7		7
1054	Evening	21:00 - 21:29		1		3		3		2		2		8		6		3
1054	Evening	21:30 - 21:59		1		1		1		1		1		3		1		1
1054	Evening	22:00 - 22:29		0		0		0		0		0		1		1		0
1054	Evening	22:30 - 22:59		0		0		0		0		0		0		0		0
1054	Evening	23:00 - 23:29		0		0		0		0		0		0		0		0
1054	Evening	23:30 - 23:59		0		0		0		0		0		0		0		0
				300		330		332		361		341		397		351		345

Panda Express #2685 (Chicago, IL)

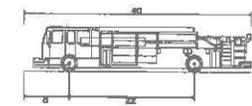
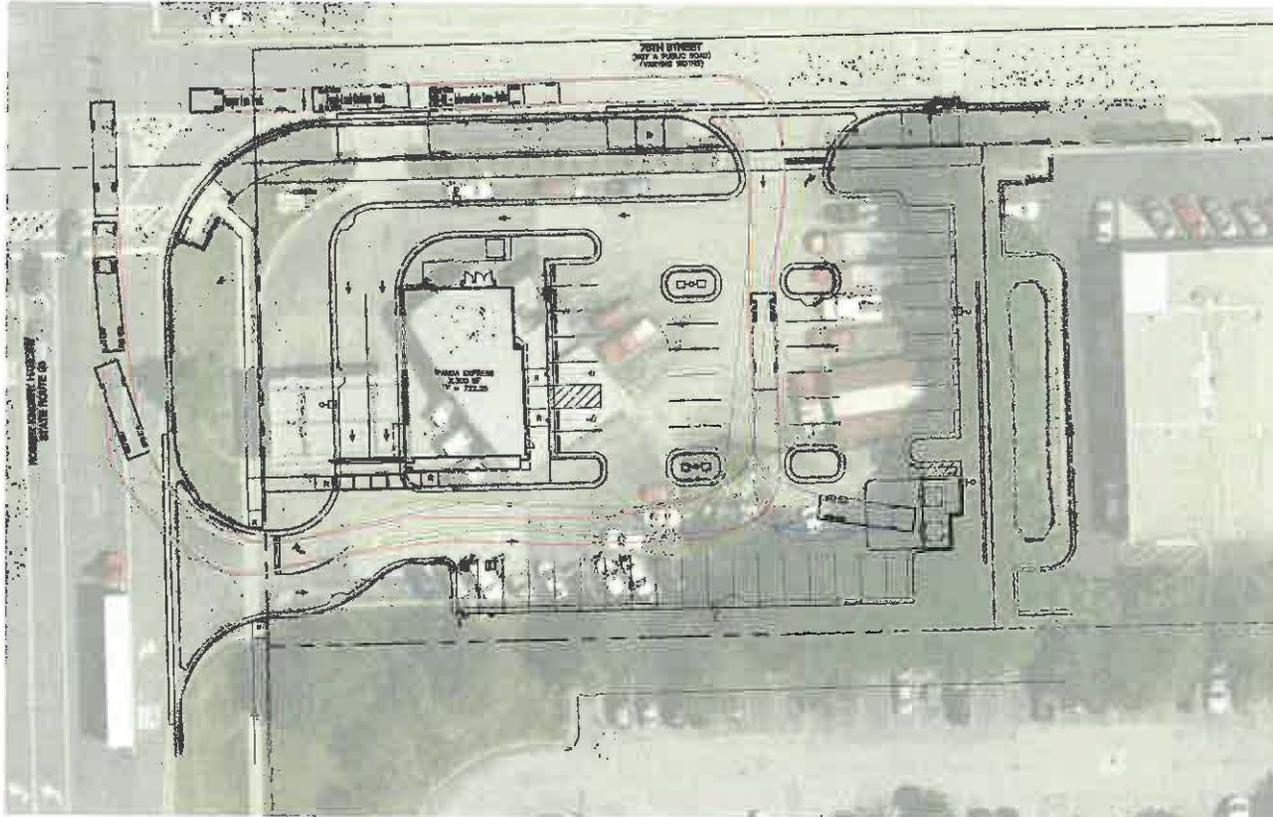
Store	Day of Week		Sun		Mon		Tue		Wed		Thu		Fri		Sat		Average Daily	
	Daypart Detail	Time	DT Net Sales	DT Total Cars (Good Data)	DT Net Sales	DT Total Cars (Good Data)	DT Net Sales	DT Total Cars (Good Data)	DT Net Sales	DT Total Cars (Good Data)	DT Net Sales	DT Total Cars (Good Data)	DT Net Sales	DT Total Cars (Good Data)	DT Net Sales	DT Total Cars (Good Data)	DT Net Sales	DT Total Cars (Good Data)
2685	Breakfast	10:00 - 10:29		1		2		6		3		3		5		2		3
2685	Breakfast	10:30 - 10:59		7		6		9		6		8		9		5		7
2685	Lunch	11:00 - 11:29		9		8		10		7		12		13		10		10
2685	Lunch	11:30 - 11:59		13		10		15		12		16		15		13		13
2685	Lunch	12:00 - 12:29		15		13		17		14		16		21		13		15
2685	Lunch	12:30 - 12:59		15		11		18		15		16		20		17		16
2685	Lunch	13:00 - 13:29		15		11		13		18		18		21		18		16
2685	Lunch	13:30 - 13:59		20		14		9		16		13		19		15		15
2685	Afternoon	14:00 - 14:29		16		13		14		14		16		23		11		15
2685	Afternoon	14:30 - 14:59		15		16		10		14		14		16		20		15
2685	Afternoon	15:00 - 15:29		13		13		13		16		11		12		18		14
2685	Afternoon	15:30 - 15:59		11		14		10		18		17		18		20		16
2685	Afternoon	16:00 - 16:29		12		14		12		18		13		16		16		14
2685	Afternoon	16:30 - 16:59		10		15		13		14		17		16		17		14
2685	Dinner	17:00 - 17:29		13		17		16		20		17		19		20		17
2685	Dinner	17:30 - 17:59		15		20		15		21		18		22		17		18
2685	Dinner	18:00 - 18:29		15		15		14		20		19		19		16		17
2685	Dinner	18:30 - 18:59		13		17		11		20		22		14		12		16
2685	Dinner	19:00 - 19:29		12		17		12		17		20		15		11		15
2685	Dinner	19:30 - 19:59		12		19		14		18		19		15		13		16
2685	Evening	20:00 - 20:29		10		16		12		18		17		15		13		14
2685	Evening	20:30 - 20:59		12		12		9		16		14		15		13		13
2685	Evening	21:00 - 21:29		12		11		12		12		11		18		11		12
2685	Evening	21:30 - 21:59		6		4		3		3		6		10		8		6
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2685	Evening	22:30 - 22:59		0		0		0		0		0		0		0		0
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Panda Express #2969 (Downers Grove, IL)

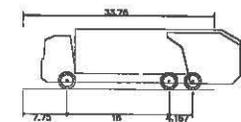
Store	Day of Week	Daypart Detail	Sun		Mon		Tue		Wed		Thu		Fri		Sat		Average Daily	
			DT Net Sales	DT Total Cars (Good Data)	DT Net Sales	DT Total Cars (Good Data)	DT Net Sales	DT Total Cars (Good Data)	DT Net Sales	DT Total Cars (Good Data)	DT Net Sales	DT Total Cars (Good Data)	DT Net Sales	DT Total Cars (Good Data)	DT Net Sales	DT Total Cars (Good Data)	DT Net Sales	DT Total Cars (Good Data)
2969	Breakfast	10:00 - 10:29		1		0		0		1		1		0		1		0
2969	Breakfast	10:30 - 10:59		3		3		5		5		5		6		4		4
2969	Lunch	11:00 - 11:29		4		7		10		12		9		10		6		8
2969	Lunch	11:30 - 11:59		7		10		11		11		12		15		8		10
2969	Lunch	12:00 - 12:29		8		13		14		14		12		14		8		12
2969	Lunch	12:30 - 12:59		8		11		13		12		12		13		6		11
2969	Lunch	13:00 - 13:29		7		12		12		11		12		13		9		11
2969	Lunch	13:30 - 13:59		7		10		11		10		11		11		7		9
2969	Afternoon	14:00 - 14:29		7		7		9		8		8		9		9		8
2969	Afternoon	14:30 - 14:59		8		7		6		7		7		8		7		7
2969	Afternoon	15:00 - 15:29		7		10		8		7		9		9		7		8
2969	Afternoon	15:30 - 15:59		6		8		7		4		8		6		6		7
2969	Afternoon	16:00 - 16:29		6		8		7		8		6		10		7		7
2969	Afternoon	16:30 - 16:59		7		7		7		10		10		7		5		7
2969	Dinner	17:00 - 17:29		9		10		10		7		11		11		6		9
2969	Dinner	17:30 - 17:59		8		9		9		10		11		12		10		10
2969	Dinner	18:00 - 18:29		10		10		8		12		12		9		6		9
2969	Dinner	18:30 - 18:59		9		9		10		7		13		10		8		9
2969	Dinner	19:00 - 19:29		10		8		8		10		9		9		6		9
2969	Dinner	19:30 - 19:59		5		5		8		7		7		9		6		7
2969	Evening	20:00 - 20:29		4		7		6		6		5		6		6		6
2969	Evening	20:30 - 20:59		4		3		4		4		4		4		4		4
2969	Evening	21:00 - 21:29		0		3		1		3		1		2		1		2
2969	Evening	21:30 - 21:59		1		1		1		1		0		0		1		0
2969	Evening	22:00 - 22:29		0		0		0		0		0		0		0		0
2969	Evening	22:30 - 22:59		0		0		0		0		0		0		0		0
2969	Evening	23:00 - 23:29		0		0		0		0		0		0		0		0
2969	Evening	23:30 - 23:59		0		0		0		0		0		0		0		0
				145		175		183		183		193		201		141		174

**LEGEND**

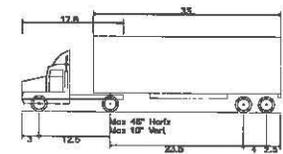
-  PUMPER FIRE TRUCK
-  FRONT-LOAD GARBAGE TRUCK
-  WB-40 DELIVERY TRUCK



**Pumper Fire Truck**  
 Overall Length 40.00ft  
 Overall Width 8.167ft  
 Overall Body Height 7.745ft  
 Min Body Ground Clearance 0.656ft  
 Track Width 8.167ft  
 Lock-to-lock time 5.00s  
 Max Wheel Angle 45.00°



**Front-Load Garbage Truck**  
 Overall Length 33.75ft  
 Overall Width 8.56ft  
 Overall Body Height 10.56ft  
 Min Body Ground Clearance 1.022ft  
 Track Width 8.50ft  
 Lock-to-lock time 6.00s  
 Curb to curb Turning Radius 29.30ft



**WB-40 - Intermediate Semi-Trailer**  
 Overall Length 45.499ft  
 Overall Width 8.00ft  
 Overall Body Height 13.50ft  
 Min Body Ground Clearance 1.334ft  
 Track Width 8.00ft  
 Lock-to-lock time 4.00s  
 Max Steering Angle (Virtual) 20.30°



PANDA EXPRESS, INC.  
 1683 Walnut Grove Ave.  
 Rosemead, California  
 91770  
 Telephone 626.769.8000  
 Facsimile 626.769.8200

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REVISIONS:

NO.	DATE	DESCRIPTION

DATE: 11/11/2011  
 TIME: 11:00 AM

DRAWN BY: LSH  
 PANDA PROJECT #: 07058  
 ATWELL PROJECT #: 14000700



**PANDA EXPRESS**  
 WARM & WELCOME 2300  
 TOWNKINERY HIGHWAY  
 WILLOWBROOK, IL 60227

**TRUCK TURN ANALYSIS**

**EX-01**



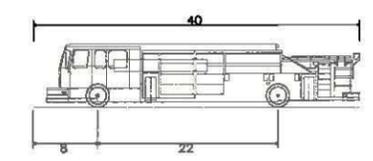
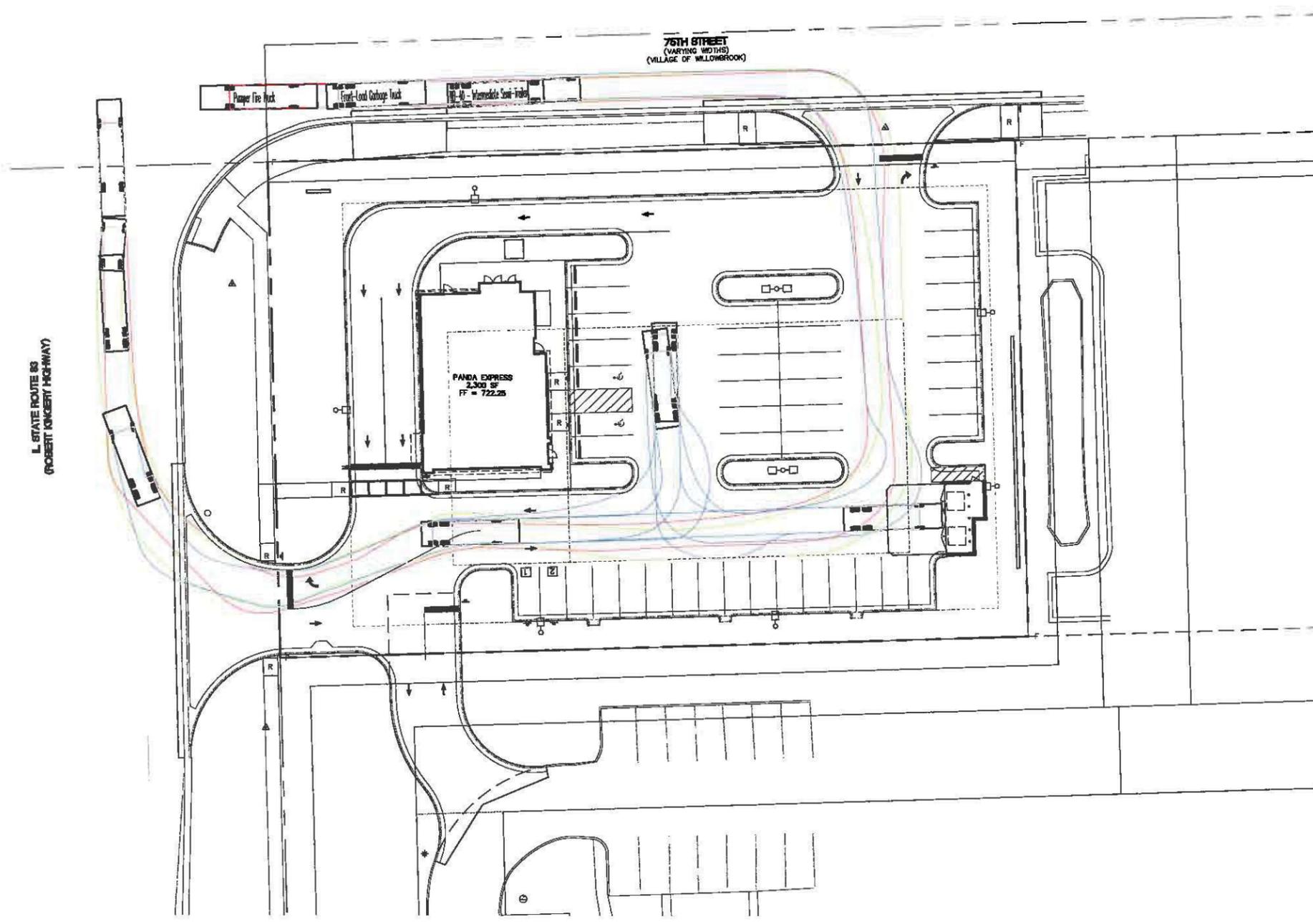
**NOTES**  
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
 2. ALL DIMENSIONS SHALL BE TO UNLESS OTHERWISE SPECIFIED.  
 3. ALL DIMENSIONS SHALL BE TO UNLESS OTHERWISE SPECIFIED.  
 4. ALL DIMENSIONS SHALL BE TO UNLESS OTHERWISE SPECIFIED.  
 5. ALL DIMENSIONS SHALL BE TO UNLESS OTHERWISE SPECIFIED.  
 6. ALL DIMENSIONS SHALL BE TO UNLESS OTHERWISE SPECIFIED.  
 7. ALL DIMENSIONS SHALL BE TO UNLESS OTHERWISE SPECIFIED.  
 8. ALL DIMENSIONS SHALL BE TO UNLESS OTHERWISE SPECIFIED.  
 9. ALL DIMENSIONS SHALL BE TO UNLESS OTHERWISE SPECIFIED.  
 10. ALL DIMENSIONS SHALL BE TO UNLESS OTHERWISE SPECIFIED.

**24-HOUR CONTACT**  
 PANDA PSI  
 HANNA YALA  
 626-777-9988

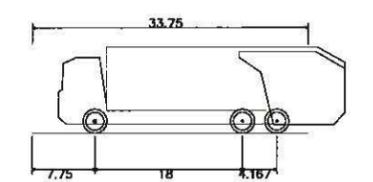


**LEGEND**

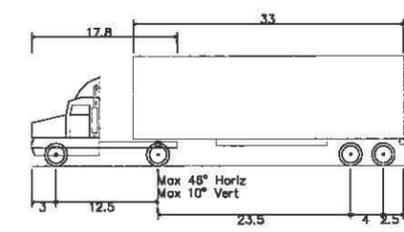
-  PUMPER FIRE TRUCK
-  FRONT-LOAD GARBAGE TRUCK
-  WB-40 DELIVERY TRUCK



**Pumper Fire Truck**  
 Overall Length 40.000ft  
 Overall Width 8.167ft  
 Overall Body Height 7.745ft  
 Min Body Ground Clearance 0.656ft  
 Track Width 8.167ft  
 Lock-to-lock time 5.00s  
 Max Wheel Angle 45.00°



**Front-Load Garbage Truck**  
 Overall Length 33.750ft  
 Overall Width 8.375ft  
 Overall Body Height 10.568ft  
 Min Body Ground Clearance 1.022ft  
 Track Width 8.500ft  
 Lock-to-lock time 6.00s  
 Curb to Curb Turning Radius 29.300ft



**WB-40 - Intermediate Semi-Trailer**  
 Overall Length 45.499ft  
 Overall Width 17.800ft  
 Overall Body Height 13.500ft  
 Min Body Ground Clearance 1.334ft  
 Track Width 8.000ft  
 Lock-to-lock time 4.00s  
 Max Steering Angle (Virtual) 20.30°

**NOT FOR CONSTRUCTION**



PANDA EXPRESS, INC.  
 1653 Walnut Grove Ave.  
 Rosemead, California 91770  
 Telephone: 626.799.8898  
 Facsimile: 626.372.8268

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**REVISIONS:**

VILLAGE PLAN REV. #1	01/19/2021
VILLAGE PLAN REV. #2	01/27/2021
IDOT PLAN REV. #1	04/09/2021

**ISSUE DATE:**

PC SUBMITTAL	11/20/2020
PC SUBMITTAL #2	03/24/2021

DRAWN BY: LEH  
 PANDA PROJECT #: D7058  
 ATWELL PROJECT #: 18003769-01



**PANDA EXPRESS**  
 WARM & WELCOME 2300  
 7505 KINGERY HIGHWAY  
 WILLOWBROOK, IL 60527

**TRUCK TURN ANALYSIS**

**EX-04**

TRUE WARM & WELCOME 2300



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL EXERCISE CARE TO LOCATE ALL EXISTING UTILITIES BEFORE CONSTRUCTING WORK AND AVOIDS TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY BE OCCURRED BY THE CONTRACTOR FAILING TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

**NOTICE:**  
 CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE RESPONSIBLE FOR SAFETY OF THE WORK, OF PERSONS EMPLOYED IN THE WORK, OR OF ANY OTHER STRUCTURES, OR OF ANY OTHER PURPOSES.

**24-HOUR CONTACT:**  
 PANDA FM  
 HAKIM YALA  
 847-477-5125



A:\Projects\2021\18003769-01\18003769-01.dwg 07/20/21 4:28 PM LAKSHI HULI



Symbol	Label	Qty	Catalog Number	Description	Number of Poles	Mounting Pole Height	LFE	Value
□	A	6	SLM-LED-18L-SIL-FT-40-70CRI-IL	CONTACT RYAN ZINSELMER-314-531-2600	1	12046	1	148.5
□	B	0	SLM-LED-18L-SIL-3-40-70CRI-IL	CONTACT RYAN ZINSELMER-314-531-2600	1	13767	1	148.5
□	D	2	SLM-LED-18L-SIL-FT-40-70CRI-IL	CONTACT RYAN ZINSELMER-314-531-2600	1	12046	1	297

Mounting	Symbol	Avg. Hgt.	Max. Hgt.	Min. Hgt.	Max. Slope	Min. Slope
CALC SUMMARY- PAVED SURFACE	±	3.6 ft	8.1 ft	0.4 ft	20.3:1	9.0:1
CALC SUMMARY- PROPERTY LINE	±	0.3 ft	1.6 ft	0.0 ft	N/A	N/A
TRASH ENCLOSURE	±	4.2 ft	5.3 ft	2.8 ft	1.9:1	1.5:1

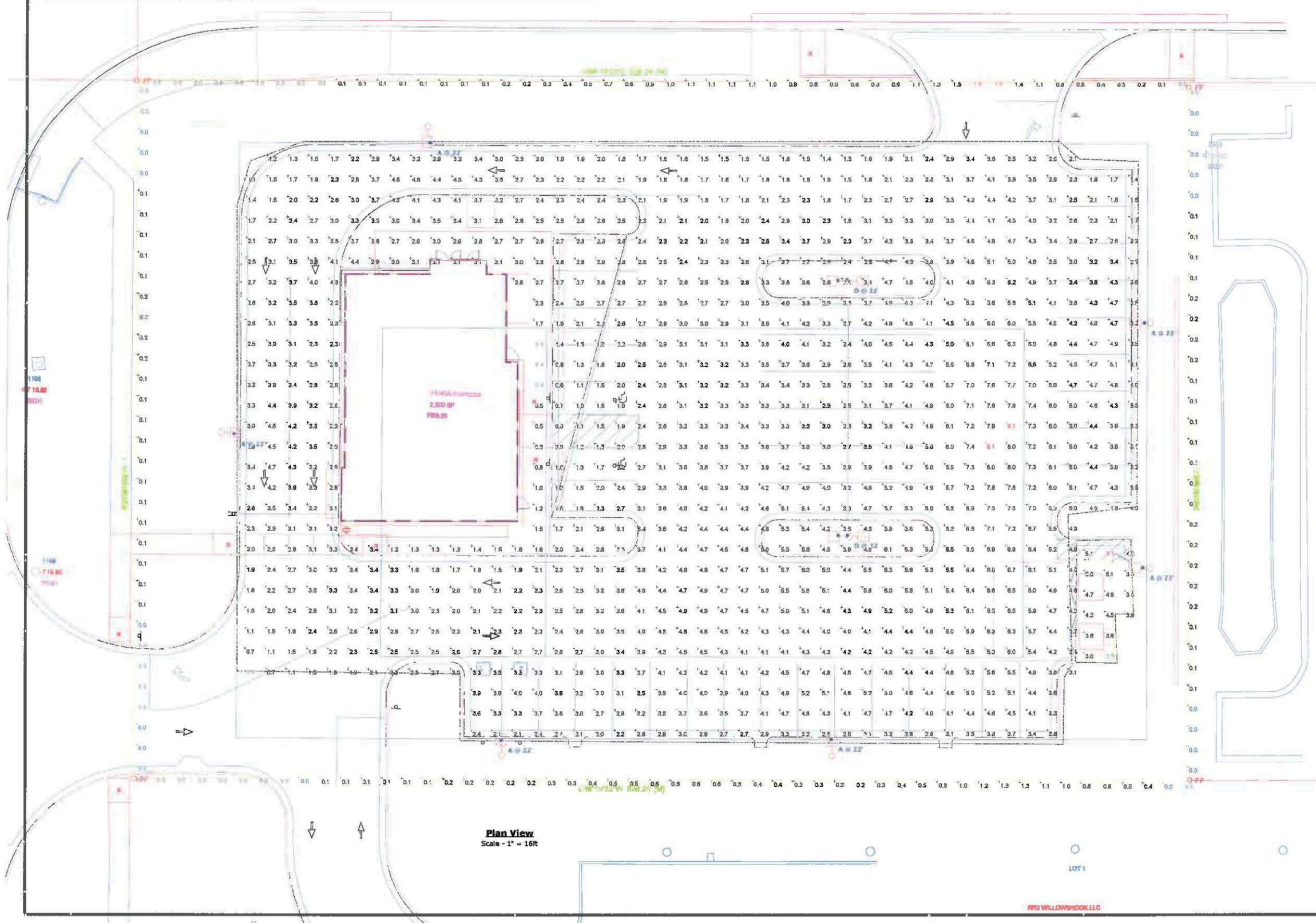
(VILLAGE OF WILLOWBROOK)

**Note**  
 1. MOUNTING HEIGHT OF 22' (20' POLE)  
 2. CALCULATIONS TAKEN AT GROUND LEVEL  
 3. CONTACT VILLA LIGHTING- RYAN ZINSELMER- RYAN.ZINSELMER@VILLALIGHTING.COM- 314-531-2600



PANDA EXPRESS  
WILLOWBROOK, IL

Designer  
R. ZINSELMER  
Date  
3/29/2021  
Scale  
NOTED  
Drawing No.  
Summary





WILLOWBROOK, IL PANDA EXPRESS – PROPOSED CONSTRUCTION SCHEDULE

Item	Description	2021							2022							
		Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
0	Demo Gas Pumps & Underground Tanks (By Others)	X	X	X	X	X	X									
1	Mobilization / Begin Construction											X				
2	Demolition											X				
3	Earthwork											X				
4	Building - Foundation/Slab											X				
5	Site Utilities												X	X		
6	Building - Vertical Construction												X	X	X	
7	Site Concrete/Paving													X	X	
8	Landscaping														X	
9	Site Signage / Parking Lot Striping														X	
10	Final Completion / Store Opening															X



**Attachment 3**  
**Findings of Fact**  
**Standards for Special Use Permits (2 pages)**

**9-14-5(B): Standards for Special Use**

The Plan Commission shall not recommend and the Board of Trustees shall not grant a Special Use Permit from the regulation of this title unless affirmative findings of fact shall be made as to all of the standards hereinafter set forth, which findings of fact shall be based upon evidence adduced upon the hearing held thereon, that:

- (A) That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.**

**Applicant Finding:** Panda Express is a nationwide, experienced restaurateur that has developed many sites prior to this one. Establishment, maintenance, or operation of the proposed Panda Express Drive-Thru Restaurant will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

- (B) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**

**Applicant Finding:** The proposed Panda Express Drive-Thru Restaurant will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The proposed improvements made to an old site will be a major upgrade to what exists there now.

- (C) That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.**

**Applicant Finding:** Establishment of the proposed Panda Express Drive-Thru Restaurant will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. The entire surrounding area is already developed.

- (D) That adequate utilities, access roads, drainage and/or other necessary facilities have been or are being provided.**

**Applicant Finding:** Adequate utilities, access (drives), drainage, and/or other necessary facilities will be engineered, permitted and constructed in accordance with local requirements for the proposed Panda Express Drive-Thru Restaurant.

- (E) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.**

**Applicant Finding:** Site layout, access drives, parking, signage, pavement markings and estimated drive-thru queueing were analyzed to provide ingress and egress so designed as to minimize traffic congestion in the public streets for the proposed Panda Express Drive-Thru Restaurant. Furthermore, in accordance with the ITE Trip Generation 10th Edition, traffic generated from the proposed land use will be substantially lower than existing traffic generated from the current land use.



- (F) That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.**

**Applicant Finding:** The proposed Panda Express Drive-Thru Restaurant shall conform to the applicable regulations of the "B-2" Zoning District with the exception of Variations approved by the Village Board pursuant to the recommendation of the Plan Commission.

- (G) Conditions in the area have substantially changed, and at least one year has elapsed since any denial by the Village Board of any prior application for a special use permit that would have authorized substantially the same use of all or part of the site. (Ord. 97-O-05, 1-27-1997).**

**Applicant Finding:** The proposed Panda Express Drive-Thru Restaurant has not previously been submitted for a Special Use Permit.



**Attachment 4**  
**Findings of Fact**  
**Standards for Variations (2 pages)**

**9-14-4(E): Standards for Variations**

The Plan Commission shall not recommend and the Board of Trustees shall not grant variations from the regulation of this title unless affirmative findings of fact shall be made as to all of the standards hereinafter set forth, which findings of fact shall be based upon evidence adduced upon the hearing held thereon, that:

- (A) **The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located.**

**Applicant Finding:** The subject property for the proposed Panda Express Drive-Thru Restaurant is a substandard size lot for the B-2 district and cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located. The requested variations are needed to provide a site which has economic viability and can be operated safely with good access and parking.

- (B) **The proposed variation will not merely serve as a convenience to the applicant, but will alleviate some demonstrable and unusual hardship which will result if the strict letter of the regulations were carried out and which is not generally applicable to property within the same district.**

**Applicant Finding:** The requested variations will not merely serve as a convenience for the proposed Panda Express Drive-Thru Restaurant, but rather are necessary for any business development on the existing substandard lot. The small size of this lot creates a hardship that can only be remedied with the variations requested so that a safe efficient operation can be maintained.

- (C) **The alleged hardship has not been created by any person presently having a proprietary interest in the premises.**

**Applicant Finding:** The alleged hardships were not created by any person presently having a proprietary interest in the premises and proposed Panda Express Drive-Thru Restaurant. Previous Variations approved for the site under Ordinance 94-O-16 are similar to the variations being requested herein so that the site could yield a reasonable return. The size and dimensions of the lot were preexisting.

- (D) **The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood.**

**Applicant Finding:** Proposed Variations for the proposed Panda Express Drive-Thru Restaurant will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood as they were previously granted for the existing uses on the property with no negative impacts on surrounding property.



- (E) The proposed variation will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, or endanger the public safety.**

**Applicant Finding:** Proposed Variations for the proposed Panda Express Drive-Thru Restaurant will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, substantially increase the danger of fire, or endanger the public safety.

- (F) The proposed variation will not alter the essential character of the locality. (Ord. 77-O-4, 2-14-1977)**

**Applicant Finding:** Proposed Variations for the proposed Panda Express Drive-Thru Restaurant will not alter the essential character of the locality as the restaurant will conform to the existing surrounding area uses. As they were previously granted for this site so the new development is consistent with was previously existing as far as variations.

- (G) The proposed variation is in harmony with the spirit and intent of this title. (Ord. 97-O-05, 1-27-1997)**

**Applicant Finding:** Proposed Variations for the proposed Panda Express Drive-Thru Restaurant are in harmony with the spirit and intent of Title 9 of this Code. The subject property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the district in which it is located. Previous variations approved for the subject site under Ordinance 94-O-16 changed the driveways also noted that a portion of the lot was taken by the widening of Route 83. Variations are necessary for development on the existing substandard lot.



---

**Attachment 5**  
**Public Hearing Notice (3 pages)**

**NOTICE OF PUBLIC HEARING**  
**ZONING HEARING CASE NO. 21-01**

NOTICE IS HEREBY GIVEN that the Plan Commission of the Village of Willowbrook, DuPage County, Illinois, will conduct a public hearing at a special meeting of the Plan Commission on the 21st of April, 2021 at the hour of 7:00 P.M. This meeting would typically take place in the Willowbrook Police Department Training Room, 7760 S. Quincy St, Willowbrook, IL 60527. However, due to the current circumstances concerning Covid-19, this meeting will be held virtually. Internet address and access instructions will be provided on the Village of Willowbrook's Plan Commission website once available:

<https://www.willowbrookil.org/Archive.aspx?AMID=44>

The purpose of this public hearing shall be to consider a petition requesting approval of a special use permit for a fast food establishment and a special use permit for a drive-through in the B-2 Community Shopping District, including certain variations from Title 9 of the Village Code. The applicant seeks to demolish the existing gas/service station and construct a one-story, 2,300 square foot building and drive-through with associated on- and off-site improvements on the property legally described as follows:

THE NORTH 170.0 FEET OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST RIGHT OF WAY OF STATE ROUTE 83, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 102.65 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 256.24 FEET; THENCE SOUTH, ALONG A LINE PARALLEL WITH THE EAST RIGHT OF WAY LINE OF SAID STATE ROUTE 83, A DISTANCE OF 170 FEET; THENCE WEST, ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 256.24 FEET TO THE INTERSECTION OF SAID PARALLEL LINE WITH THE EAST RIGHT OF WAY OF SAID STATE ROUTE 83, WHICH POINT IS 102.45 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH, ALONG THE EAST RIGHT OF WAY LINE OF SAID STATE ROUTE 83, A DISTANCE OF 170.0 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-26-400-013

ADDRESS: 7505 S. Kingery Highway, Willowbrook IL 60527.

The applicant for this petition is Hakim Yala of Panda Express, Inc., 1683 Walnut Grove Avenue, Rosemead CA 91770. The property owner is True North Energy, LLC, 10346 Brecksville Road, Brecksville OH 44141.

A copy of the Village's petition is on file in the Office of the Village Planner, Village of Willowbrook, 835 Midway, Willowbrook, Illinois, and is available for public inspection. Any individual with a disability requiring a reasonable accommodation in order to participate in any public meeting held under the authority of the Village of Willowbrook should contact Ann Choi, Village of Willowbrook, 835 Midway, Willowbrook, IL 60527, or call (630) 920-2233, Monday through Friday, between 8:30 A.M. and 4:30 P.M. All persons desiring to be heard in support or opposition to the application shall be afforded an opportunity and may submit their statements orally, in written form, or both. Written comments may be submitted up to the hour of 6:00pm on April 21, 2021 to [planner@willowbrook.il.us](mailto:planner@willowbrook.il.us). This hearing may be recessed to another date if not concluded on the evening scheduled.

/s/ Brian Pabst  
Village Administrator  
(630) 920-2261

Published in the April 5, 2021 edition of *The Chicago Sun Times* Newspaper.

# OSWORD

PREVIOUS PUZZLE SOLVED

JETS	NAPE	AHAB
EARP	EYING	NAVE
EVER	WEEDY	THOR
RISINS	SERGEANT	
	GIRL	DOOR
WEB	GOYA	SLIGHT
ALE	HORNS	FORAY
SWAB	MIGHT	RANI
PANEL	CREEK	SON
SYSTEM	YARN	PIG
	REAL	FIEF
AQUARIUM	YELLOW	
LUCY	DRAMA	EIRE
PILE	SAREK	AMES
SPAR	YETI	SPOT

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- Ball out — wind or star
- Greenhorn
- Catamount
- Grease
- Look displeased
- Most infested
- Bad actor
- Munch
- Radioactive imaging (nyph)
- Arctic surface
- Have being
- Tedium
- Indistinct image
- 53 Glassmaker — Laique
- 54 Encompass
- 56 Popular one-named singer
- 57 Humdinger
- 58 Press
- 59 Dimple
- 60 Jungfrau or Eiger
- 62 Joey or Kilo

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Public Notices Public Hearings Public Hearings

### PUBLIC NOTICE - NOTICE OF FILING

**NORTHERN ILLINOIS GAS COMPANY d/b/a Nicor Gas**  
 Company hereby gives notice to the public that it has filed with the Illinois Commerce Commission on March 31, 2021, testimony and exhibits in Docket No. 21-0052 setting forth a reconciliation of the Company's Environmental revenues and incurred costs for 2020. Further information with respect thereto may be obtained either directly from this Company or by addressing the Chief Clerk of the Illinois Commerce Commission at Springfield, Illinois 62701.

Northern Illinois Gas Company d/b/a Nicor Gas  
 John O. Hudson III, President & CEO, Nicor Gas  
 Environmental Notice: ENV

### NOTICE OF PUBLIC HEARING ZONING HEARING CASE NO. 21-01

NOTICE IS HEREBY GIVEN that the Plan Commission of the Village of Willowbrook, DuPage County, Illinois, will conduct a public hearing at a special meeting of the Plan Commission on the 21st of April, 2021 at the hour of 7:00 P.M. This meeting would typically take place in the Willowbrook Police Department Training Room, 7760 S. Quinoy St, Willowbrook, IL 60527. However, due to the current circumstances concerning Covid-19, this meeting will be held virtually Internet address and access instructions will be provided on the Village of Willowbrook's Plan Commission website once available:  
<https://www.willowbrook.org/Archive.aspx?AMID=44>

The purpose of the public hearing shall be to consider a petition requesting approval of a special use permit for a fast food establishment and a special use permit for a drive-through in the B-2 Community Shopping District, including certain variances from Title 9 of the Village Code. The applicant seeks to demolish the existing gas/service station and construct a one-story, 2,300 square foot building and drive-through with associated on-site improvements on the property legally described as follows:

THE NORTH 170.0 FEET OF THAT PART OF THE SOUTH-EAST QUARTER OF SECTION 28, TOWNSHIP 88 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST RIGHT OF WAY OF STATE ROUTE 83, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 102.85 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER, THENCE EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 258.24 FEET, THENCE SOUTH, ALONG A LINE PARALLEL WITH THE EAST RIGHT OF WAY LINE OF SAID STATE ROUTE 83, A DISTANCE OF 170 FEET, THENCE WEST, ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 258.24 FEET TO THE INTERSECTION OF SAID PARALLEL LINE WITH THE EAST RIGHT OF WAY OF SAID STATE ROUTE 83, WHICH POINT IS 102.45 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST QUARTER, THENCE NORTH, ALONG THE EAST RIGHT OF WAY LINE OF SAID STATE ROUTE 83, A DISTANCE OF 170.0 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PIN: 06-28-400-013  
 ADDRESS: 7505 S. Kingsery Highway, Willowbrook IL 60527.

The applicant for this petition is Hakin Yala of Perde Express, Inc., 1683 Walnut Grove Avenue, Rosemead CA 91770. The property owner is True North Energy, LLC, 10848 Brecksville Road, Brecksville OH 44141.

A copy of the Village's petition is on file in the Office of the Village Planner, Village of Willowbrook, 835 Midway, Willowbrook, Illinois, and is available for public inspection. Any individual with a disability requiring a reasonable accommodation in order to participate in any public meeting held under the authority of the Village of Willowbrook should contact Jim Choi, Village of Willowbrook, 835 Midway, Willowbrook, IL 60527, or call (630) 920-2239, Monday through Friday, between 8:30 A.M. and 4:30 P.M. All persons desiring to be heard in support or opposition to the application shall be afforded an opportunity and may submit their statements orally, in written form, or both. Written comments may be submitted up to the hour of 6:00pm on April 21, 2021 to [planners@willowbrook.il.us](mailto:planners@willowbrook.il.us). This hearing may be recessed to another date if not concluded on the evening scheduled.

/s/ Brian Pihet  
 Village Administrator  
 (630) 920-2251

Published in the April 5, 2021 edition of The Chicago Sun Times Newspaper.  
 #1123605

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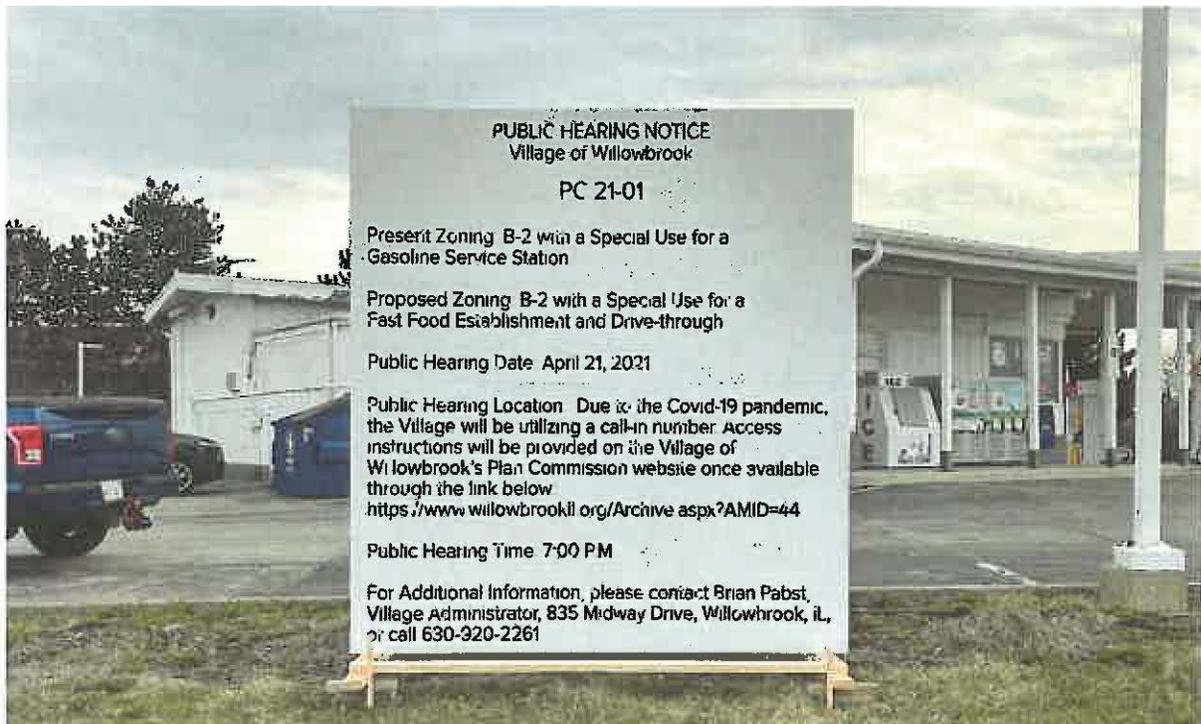
CS+T



Notice of Sign on Illinois Route 83/Kingery Highway frontage (posted on April 5, 2021)



Notice of Sign on 75<sup>th</sup> Street frontage (posted on April 5, 2021)





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**Attachment 6**  
Traffic Regulation Agreement (11 pages)

Return Recorded Document  
to:

Brian Pabst  
Village Administrator  
Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

### **TRAFFIC REGULATION AGREEMENT**

THIS TRAFFIC REGULATION AND ENFORCEMENT AGREEMENT (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between True North Energy, LLC, a Delaware limited liability company authorized to conduct business in the State of Illinois (the "Owner"), and the Village of Willowbrook, an Illinois home-rule municipal corporation (the "Village"), within which the "Complex" (as defined in Section 1.1 below) is located, for the regulation of traffic and other matters within the Complex and for the enforcement of said regulations by the assigned traffic law enforcement personnel of the Village.

WITNESSETH:

ARTICLE 1. DEFINITIONS: As used in this Agreement, the following definitions apply:

- 1.1 Complex: The land, buildings and other improvements commonly known as 7505 S. Kingery Highway, situated in the Village of Willowbrook, DuPage County, Illinois, and legally described in the attached Exhibit "A".
- 1.2 Permanent Index Numbers (PINs): 09-26-400-013.

- 1.3 Manager: Those persons or entity employed or retained by Owner from time to time with authority to administer, manage and operate the Complex for the purposes of this Agreement.
- 1.4 Owner: True North Energy, LLC.
- 1.5 Village: Village of Willowbrook, DuPage County, Illinois.

ARTICLE 2. RECITAL OF FACTS: The following recitals of fact are an integral part of this Agreement.

- 2.1 Owner holds record title to the Complex.
- 2.2 The Complex is located within the corporate jurisdiction of the Village.
- 2.3 It is the mutual desire of the parties hereto that the Village shall have the authority, but not the obligation, to regulate the parking of vehicles, traffic, roller skating, bicycle riding, skateboarding and/or other recreational activities within the Complex, and to enforce said regulations by the assigned traffic law enforcement personnel of the Village.
- 2.4 The Illinois Vehicle Code (625 ILCS 5/11-209), the Illinois Municipal Code (65 ILCS 5/1-1-7) and the Village's home rule authority provide authority for such agreement between the Village and the Owner and said statutory authorization enumerated on those matters which may be included in such agreement. Further, additional matters may be included in such agreements pursuant to Article VII, Section 6 and Section 10 of the Illinois Constitution.
- 2.5 Manager, in its capacity with Owner, is empowered to enter into this Agreement.

ARTICLE 3. COVENANTS: In consideration of the foregoing premises and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate, each of the respective parties hereto covenants and agrees as follows:

- 3.1 The Owner will cause the Manager or its designated representative to cooperate with the Chief of Police of the Village or his designated representative in inspecting the parking area of the Complex to determine what, if any, stop signs, yield signs, person with disabilities parking area signs, or any other traffic markers are to be erected, and to determine what, if any, areas are to be marked as stop intersections, yield intersections, person with disabilities parking areas or pedestrian crossings, in order to provide for the safe and efficient trafficking of the parking area of the Complex. Further, such determination may include the regulation and/or prohibition of roller skating, the riding of bicycles, the riding or

operation of skateboards and/or other recreational activities in and upon the Complex, and the posting of the signs with the respect thereto.

- 3.2 If it be determined, pursuant to Section 3.1 of this Agreement, that stop signs, yield signs, person with disabilities parking area signs, or any other markers are to be erected or that specified intersections are to be marked as stop intersections, yield intersections, or pedestrian crossings, the Owner agrees to erect such signs and markers at the indicated places on the Complex, in accordance with all applicable regulations and specifications promulgated by the State of Illinois. The Owner shall bear the costs and expenses of obtaining, erecting and maintaining any and all such signs and markers necessary for enforcement of the regulations agreed to by the parties herein.
- 3.3 The Owner shall cause the Manager to mark such fire lanes as the local Fire Protection District Chief or his designated representatives shall recommend as necessary for effective movement of Fire Department and other emergency vehicles.
- 3.4 Signs or other devices providing for the regulation of traffic and parking, or the regulation or prohibition of roller skating, bicycle riding, skateboarding and/or other recreational activities, within the Complex, as well as a designation of the exact regulations to be imposed thereon, shall be installed as shown in the Traffic Regulation Plan for (Project Name) Willowbrook, IL Panda Express as prepared by (Consultant) Atwell, LLC, (Address) 1250 East Diehl Road, Suite 300, Naperville, IL 60563, referenced as Project No. 18003769.01, consisting of 1 sheet, dated November 16, 2020 and revised through N/A, \_\_\_\_\_ a copy of which is attached hereto as Exhibit "B" and by this reference incorporated herein.
- 3.5 The Village has the authority, but not the obligation, to enforce all regulations in the parking areas of the Complex by use of assigned traffic enforcement personnel of the Village; to issue citations to any and all violators of such regulations; and to adopt and enforce any additional reasonable rules and regulations with respect to traffic and parking in the parking area as local conditions may require or the safety and convenience of the public or the users of the parking area.
- 3.6 The Owner hereby agrees to provide for the removal of vehicles that are abandoned or parked in areas where stopping, standing or parking is prohibited. Such removal shall be done pursuant to a towing agreement and in accordance with the requirements of 625 ILCS 5/4-203, including, but not limited to, posting of the notice required therein.
- 3.7 Neither the Owner nor the Manager shall permit any person to park a vehicle at any location in the Complex for the purpose of displaying such vehicle for sale, lease or ride-share. The owner of any such vehicle may be ticketed by the Village.

- 3.8 The Owner has named the Village as an additional insured on a primary non-contributory basis on its Comprehensive General Liability Insurance Policy and on their Excess Liability Insurance Policy and a copy of said Certificate of Insurance is attached hereto as Exhibit "C" and incorporated herein. Such liability insurance shall provide that the Village, its officers, agents, agencies, employees, and departments shall be additional insured under such insurance. Said insurance shall be in the minimum amount of one million dollars (\$1,000,000) combined single limit or in such amounts acceptable to the Village and shall be in such form and with such Company as shall be approved by the corporate authorities.

The Owner hereby agrees to keep said policies in full force and effect throughout the terms of this Agreement. A mandatory written notice must be provided upon the cancellation of any policy as outlined under the Certificate of Insurance evidencing the coverage provided for herein.

- 3.9 In the event the Owner changes Managers, the Owner shall notify in writing the Village within ten (10) days of such change.

ARTICLE 4. TERM:

- 4.1 This Agreement shall be in full force and effect from and after the date of its execution for a period of twenty (20) years of the date thereof, and may, by further agreement of the parties, be continued for additional periods of like duration.

Notwithstanding any provision contained herein to the contrary, after this Agreement has been in effect for a term of one (1) year, this Agreement may be canceled upon the giving of thirty (30) days prior written notice by either party hereto, except to the extent that the Owner may be required to maintain this Agreement pursuant to any zoning relief granted by the Village.

- 4.2 The sole remedy available to the Owner, upon any breach of this Agreement by the Village, shall be the cancellation of the Agreement under its terms. It is of the essence of this Agreement that the Village shall not be liable in money damages for any breach of this Agreement.

ARTICLE 5. SUCCESSORS: This Agreement shall be binding upon and inure to benefit the respective assigns, successors and personal representatives of each of the parties hereto, and this Agreement shall run with title to the Complex and the obligations of the Owner shall be and are binding on future owners of any portion of the Complex.

ARTICLE 6. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Illinois.

ARTICLE 7. EXECUTION AND RECORDING: This Agreement shall be executed by the parties' prior to the commencement of operations of the Complex. A fully executed copy of the Agreement shall be recorded in the Office of the Recorder of Deeds of the County of DuPage of the State of Illinois against title to the Complex, and it is agreed, pursuant to the statutes set forth above, that no regulation made pursuant to this Agreement shall be effective or enforceable until three (3) days after this Agreement is recorded.

ARTICLE 8. NOTICES: All notices hereunder shall be in writing and sent by Certified Mail, addressed to the Manager at EC Developments II, LLC, 1120 North Town Center Drive, Suite 150, Las Vegas, NV 89144 and, if to the Village, at the Office of the Village Administrator of Willowbrook, 7760 Quincy Street, Willowbrook, Illinois 60527.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, as of the date and year first above mentioned.

OWNER THREE NORTH ERIEWAY, LLC

By: Mark E Lyden

BY:

MARK E LYDEN, President/CEO  
(Managing Agent or Owner)

VILLAGE OF WILLOWBROOK

BY:

\_\_\_\_\_

President

ATTEST:

\_\_\_\_\_

Village Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF COMPLEX

THE NORTH 170.0 FEET OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST RIGHT OF WAY OF STATE ROUTE 83, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 102.65 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4; THENCE EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 256.24 FEET; THENCE SOUTH, ALONG A LINE PARALLEL WITH THE EAST RIGHT OF WAY LINE OF SAID STATE ROUTE 83, A DISTANCE OF 170 FEET; THENCE WEST, ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 256.24 FEET TO THE INTERSECTION OF SAID PARALLEL LINE WITH THE EAST RIGHT OF WAY OF SAID STATE ROUTE 83, WHICH POINT IS 102.45 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH, ALONG THE EAST RIGHT OF WAY LINE OF SAID STATE ROUTE 83, A DISTANCE OF 170.0 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT "B"

TRAFFIC REGULATION PLAN

Pursuant to the attached agreement, the Willowbrook Police Department has the authority, but not the obligation, to enforce the following areas as designated on the traffic control plan attached hereto.

1. Traffic control signs including posted speed limit signs, stop signs, yield signs, and one-way signs.
2. No parking within 15 feet of hydrant locations as marked.
3. Handicap parking areas as marked with an official sign.
4. Prohibition of parking along all streets between 2:00 a.m. and 6:00 a.m.
5. Enforcement of yellow curb markings with adjacent "No Parking" signs indicating no parking areas.
6. Enforcement of posted, "No Trespassing" signs.
7. Posted "No Parking" zones.
8. Parking of vehicles for the purpose of being displayed for sale.
9. Enforcement of Village ordinance violations.
10. Prohibition of roller skating, bicycle riding, skateboarding and/or other recreational activities within the complex as posted.

Any future signs, crosswalks, and so forth may be agreed upon at a later date.

*TANG DONAH EYENAY, LLC*  
*By: [Signature]*  
Owners' Representative

\_\_\_\_\_  
Chief of Police

[ATTACH PLAN]



EXHIBIT "C"

CERTIFICATE OF INSURANCE



---

**Attachment 7**  
Village Review Letters (17 pages)



EST. 1960

# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org

## Mayor

Frank A. Trilla

## Village Clerk

Deborah Hahn

## Village Trustees

Sue Berglund

Umberto Davi

Michael Mistele

Gayle Neal

Paul Oggerino

Gregory Ruffolo

## Village Administrator

Brian Pabst

## Chief of Police

Robert Schaller

## Director of Finance

Carrie Dittman

April 7, 2021

Atten: Hakim Yala  
Panda Express, Inc.  
1683 Walnut Grove Avenue  
Rosemead, CA 91770

Brian A. Styck  
Atwell, LLC

Re: **7505 Kingery (Panda Express & Drive-Through) Planning Review #4**

Mr. Yala and Styck,

Planning staff has reviewed the submitted (amended) application, submitted on March 24, 2021, for the Panda Express Fast-Food Restaurant and Drive-Through development on the lot currently occupied by Shell Oil gas station on 7505 Kingery Highway in Willowbrook, IL 60527. The following plan has been reviewed per the requirements of the Village of Willowbrook Zoning Ordinance:

1. **"ALTA-NSPS Land Title Survey"** – 2 sheets (Job. No. 18003769), dated 8/10/2020 and bearing the latest revision date of 3/2/2021, and prepared by Atwell Group.
2. **"Site Layout Plan"** – 1 sheet, Sheet C04.0, Panda Project No. D7058, Atwell Project No. 18003769.01, bearing a PC Submittal date of 11/20/2020, bearing the latest PC Submittal #2 date of 03/24/2021, and prepared by Atwell Group.
3. **"Architectural Drawings"** – 5 sheets, Sheets A-202, A-200, A-201, A-101, A-300, Panda Project #: D7058, Arch. Project #: JCDT180453, bearing a PC Submittal date of 11/20/2020, bearing the latest PC Submittal #2 date of 03/24/2021, and prepared by NORR Architects Engineers Planners.
4. **"Final Engineering Plans"** – 21 sheets, Panda Project #: D7058, Atwell Project No. 18003769.01, bearing a PC Submittal date of 11/20/2020, bearing the latest PC Submittal #2 date of 03/24/2021, and prepared by Atwell Group.
5. **"Traffic Plan"** – 1 sheet, Sheet EX-02, Panda Project #: D7058, Atwell Project No. 18003769.01, bearing a PC Submittal date of 11/20/2020, bearing the latest PC Submittal #2 date of 03/24/2021, and prepared by Atwell Group.
6. **"Photometric Plan"** – 1 sheet, dated 3/29/2021, and prepared by Villa Lighting.
7. **"Standards for Special Use Permits"** – 2 pages, prepared by Atwell Group.
8. **"Standards for Variations"** – 2 pages and prepared by Atwell Group.
9. **"Variations Requested"** – 1 page, dated 3/23/2021, and prepared by Atwell Group.

Staff offers the following comments:

### General Comments

1. Revise Standards for Variations according to the new list of variations noted at the end of this review letter.
2. A Certificate of Insurance will be required as an attachment to the Traffic Regulation Agreement.



Proud Member of the  
Illinois Route 66 Scenic Byway



EST. 1960

# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org

## Mayor

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Brian Pabst

## Chief of Police

Robert Schaller

## Director of Finance

Carrie Dittman

### ALTA-NSPS Land Title Survey

3. Planning staff recommends that the survey be modified to note the existing red light camera near the existing driveway.
4. The survey should be signed by a registered Illinois Professional Land Surveyor. The signature of the surveyor is missing, and the license has been expired since 11/30/2020. Please resubmit the Land Title Survey with the correct information.

### Site Layout Plan

5. Include the exact dimensions (no approximations) from the center of the driveway on Route 83 to the center of the driveway on the adjacent property to the south.
6. Include the exact dimensions (no approximations) distances from the center of the driveway on 75<sup>th</sup> Street to the center of the driveway on the adjacent property to the east.
7. Applicant is requesting a variation from Sections 9-3-7(A) and 9-6B-3(E)1 to decrease the minimum special setback on Illinois Route 83 from one hundred feet (100') to forty-six and three tenths feet (46.3') for the building canopy. The permitted encroachment for awnings/canopies/marquees in non-residential districts is 1/3 district yard standard. Planning staff interprets the district yard standard to be 60 feet (front yard setback), therefore the canopy can encroach 20 feet into the front yard. The proposed building canopy therefore does not need relief from Sections 9-3-7(A) and 9-6B-3(E)1 unless the Applicant provides a different rationale for requesting the variations. **Please confirm.**

### Traffic

BLA, Inc. is in receipt of the following documentation for the referenced project:

- A. Site Plan, Special Use & Variation submittal dated March 24, 2021.

We have reviewed the documentation provided and found it to adequately address our previous comments, questions and concerns with regards to traffic, parking and on-site circulation.

In addition, we offer the following recommendations for your consideration:

8. A stop bar and sign should be provided on the cross-access southbound approach to its intersection with the Red Roof Inn access.
9. To maintain the sight distances at the proposed access driveway on Kingery Highway and 75th Street, as well as internal site intersections, any proposed vegetation and signing should be kept low to the ground or set back sufficiently so as not to inhibit available sight lines. **Planning staff will add a condition of approval that the proposed Red Maple tree located near the cross access drive shall be maintained so that its leaves (foliage) are higher than 3.5' or removed.**

### Bulk Regulations & Landscaping

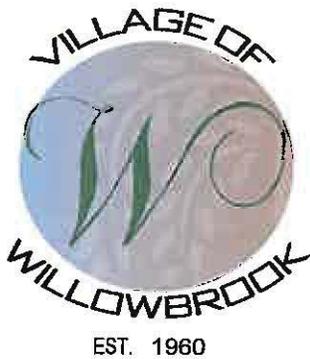
10. Section 9-2-2 of the Zoning Ordinance defines the following:

**YARD, EXTERIOR SIDE (STREET):** A required yard adjoining a street which extends the full depth of a lot, along an exterior side lot line, excluding the area within a front yard.

**YARD, FRONT:** A required yard which extends the full width of a lot along a front lot line.



Proud Member of the  
Illinois Route 66 Scenic Byway

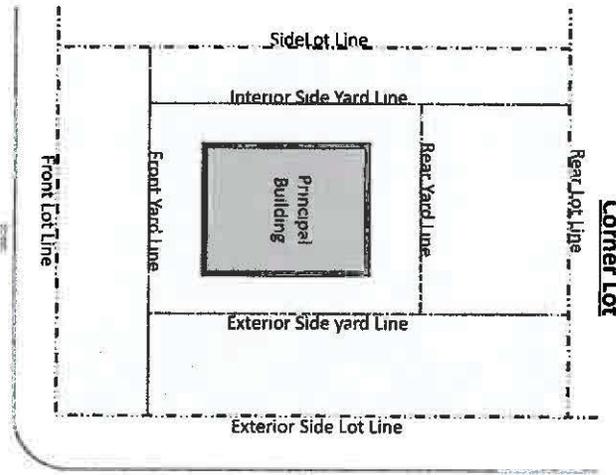


# Willowbrook

835 Midway Drive  
Willowbrook, IL 60527-5549

Phone: (630) 323-8215 Fax: (630) 323-0787 www.willowbrookil.org

Refer to the following illustration to illustrate the definitions of exterior side yard and front yard:



## Mayor

Frank A. Trilla

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Deborah Hahn

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Sue Berglund

Umberto Davi

Michael Mistele

Gayle Neal

Paul Oggerino

Gregory Ruffolo

## Village Administrator

Brian Pabst

## Chief of Police

Robert Schaller

## Director of Finance

Carrie Dittman

11. Revise the "Section 9-6-1(D)" requirement 1. table in the Landscape Plan to reflect that 980 points is required for 75<sup>th</sup> Street. Planning staff deducted 60 feet from 256 feet for a total of 196 feet for the linear length of the exterior side yard frontage on 75<sup>th</sup> street at the property line. (It was incorrectly calculated at 256 feet in the previous reviews). Therefore 196 feet x 5 = 980 points required in the exterior side yard. Within the 60-foot exterior side yard setback area, the Landscape Plan indicates zero shade trees = 0 points, three (3) conifer trees = 180 points, four (4) ornamental trees = 200 points, twenty-four (24) evergreen shrubs = 360 points, thirty-six (36) deciduous shrubs = 360 points, for a total of 1,300 points. The exterior side yard setback exceeds the minimum requirement of 980 points. **Update the tables accordingly.**
12. Section 9-6-1(D) of the Village Code provides that the front yard (Route 83) requires a minimum of 850 points. The Landscape Plan indicates zero shade trees = 0 points, zero conifer trees = 0 points, eight (8) ornamental trees = 400 points, twelve (12) evergreen shrubs = 180 points, and ten (10) deciduous shrubs = 100 points, for a total of 680 points. The front yard is deficient by 170 points. **Staff recommends adding more landscape plantings within the front yard or extending the proposed 3-foot tall berm across 75% of the yard frontage (if feasible) to meet the 850 point minimum and does not recommend requesting a variation from this code section. Update the tables accordingly.**
13. Section 9-10-5(G)1, Front Yards And Exterior Side Yards, requires that permanent peripheral screening at least four feet (4') high shall be constructed and maintained in front yard and exterior side yard areas adjacent to parking areas. This screening shall consist of a planted earth berm, densely planted evergreen shrubs or trees or a combination of both. In the previous review, planning staff incorrectly interpreted the requirement for permanent peripheral screening and previously allowed the combination of the deciduous trees and evergreen shrubs. **Replace all ornamental trees with evergreen trees (permanent peripheral screening) to comply with this code section. Revise the Plant Schedule on the Landscape Plan and required points accordingly.**



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EST. 1960

# Willowbrook

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14. Revise the following notes in the Landscape Plan table under Section 9-14-2.23(B):
  - a. " \*The 199 plantings are provided as a result of separate requirements..." to the correct number of plantings.
  - b. "provided 4.5 Foot foundation planting width" to 3.8', 5.2' and zero feet under Section 9-14-2.23(B) in the Landscape Plan table.

## Loading & Parking

15. Section 9-10-5(G) In-Yards, requires that off-street parking spaces, access drives or aisles (including any and all impervious surfaces), open to the sky, may be located in required interior side yards and rear yards, to within ten feet (10') of the nearest lot line. Include dimensions for the paving area setback (south side of proposed driveway on Route 83) along the south lot line within the front yard. It appears close to zero feet but the Village requests an exact dimension. **A waiver from this code section will be required.**

## Trash Enclosure

16. No comments.

## Engineering

As requested on March 25, 2021, we have reviewed the Final Engineering Plans and supporting documents for the above property prepared by Atwell, and dated March 24, 2021. We have no objection to the project proceeding with the plan commission hearings. The following comments shall be addressed before we can recommend final approval of the plans:

17. Sheet C04.0: Add a stop sign to the right turn only sign at the north exit lane of the lot.
18. Sheet C05.0:
  1. The proposed slope from this site to the Red Roof Inn property appears to exceed the maximum allowable slope of 5% as provided in Section 9-10-5(H)2.d of the Zoning Code. Expand the Access Drive detail on Sheet C05.1 to include the entire driveway.
  2. The cross-access driveway with Red Roof Inn may allow additional stormwater runoff to enter the hotel property that currently is not going in that direction. The Red Roof Inn should be aware of this if the existing drainage pattern cannot be maintained.

19. Sheet C07.0: Show a proposed B-Box or valve box location on plan set. This must be in the right of way. It is noted that the water service is considered to be plumbing under the Illinois Plumbing Code and will be reviewed as part of the building review.

## 20. General Comments:

1. A permit is required from IDOT prior to any work in the Route 83 right of way.
2. A permit is required from the Du Page County Public Works Department for the sanitary sewer connection.
3. The applicant must file a Notice of Intent with the IEPA prior to the start of construction.

## Village Administrator

Brian Pabst

## Chief of Police

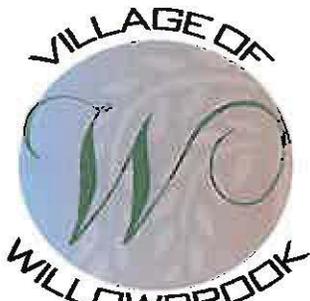
Robert Schaller

## Director of Finance

Carrie Dittman



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4. It is our understanding that the property owner will provide the Village with a letter of No Further Remediation (NFR) from the IEPA prior to a building permit being issued.
5. Prior to building permit, the Village will require a Plat of Easement to grant access to the B-Box at the building. This can be a 10-foot-wide non-exclusive easement over the water service from 75th Street to the building.
6. Permission from the Red Roof Inn will need to be granted to connect to their parking lot and construct on their land.
7. The proposed Photometric Plan appears to be in general compliance with the standards in the Village Zoning Code.

### Tri-State Fire Protection District

We have received a copy of the proposed site and traffic plan for the above listed project. After review, we find the plans to be in apparent compliance with applicable standards relative to fire prevention and life safety contingent upon the following stipulations:

21. Make sure that the developer provides access to the fire department connection and not in the drive thru. Drive thru's are not allowable access to the fire department.
22. May need to add a fire hydrant to the property.
23. The building shall not be more than 75' from a hydrant and the fire department connection.

Necessary inspections are to be performed along with any outstanding fees paid before occupancy is granted.

### Zoning Requests

Approval of a Special Use Permit for the construction of a one-story restaurant in the B-2 zoning district including a drive-through lane and associated site improvements. The approval of the special use permit will include, but is not limited to, the following variations:

1. A variation from Section 9-3-3(C) to decrease the minimum lot area for two (2) or more special uses from two acres (2 AC) to one acre (1 AC).
2. A variation from Section 9-3-7(A)1 to decrease the minimum special setback on Illinois Route 83 from one hundred feet (100') to fifty and two tenths feet (50.2') for the proposed building, to ~~forty-six and three tenths feet (46.3') for the building canopy~~, to fifty-six and six tenths feet (56.6') for the proposed menu board, and to sixty-two and four tenths feet (62.4') to the order canopy.
3. A variation from Section 9-6-1(A) to decrease the minimum lot area for two (2) or more special uses (fast food establishment and drive-through) from two acres (2 AC) to one acre (1 AC).
4. A variation from Section 9-6B-3(A) to decrease the minimum lot area for all uses from two acres (2 AC) to one acre (1 AC).
5. A variation from Section 9-6B-3(C)1 to decrease the minimum lot width of 200 feet for restaurants from two hundred feet (200') to one hundred seventy feet (170').
6. A variation from Section 9-6B-3(E)1 to decrease the minimum front yard setback on Illinois Route 83 from sixty feet (60') to fifty and two tenths feet (50.2') for the proposed building, to ~~forty-six and three tenths feet (46.3') for the building canopy~~, and to fifty-six and six tenths feet (56.6') for the proposed menu board, ~~and to sixty-two and four tenths feet (62.4') to the order canopy.~~ **The order canopy is located within the front yard of sixty feet, therefore relief for the order canopy is not required.**

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7. A variation from Section 9-6B-3(E)3 to decrease the minimum exterior side yard setback on 75th Street from sixty feet (60') to forty-three and four tenths feet (43.4') for the proposed building, to twenty-five feet (25') to the order canopy, and to thirty-two and seven tenths feet (32.7') for the proposed menu board.
8. A variation from Section 9-10-5(L)2(b)2(a) to decrease the radius connecting street pavement edge and driveway edge on 75th street from thirty-five feet (35') to twenty-five feet (25').
9. A variation from Section 9-10-5(L)2(d) to decrease the driveway location on lots for all uses other than single-family residential from seventy feet (70') to sixteen and six tenths feet (16.6') on Illinois Route 83 and to forty-six and eight tenths feet (46.8') on 75th Street.
10. A variation from Section 9-10-5(L)2(e) to decrease the minimum spacing between separate driveway entrances from four hundred feet (400') to three hundred three and nine tenths feet (303.9') between the Illinois Route 83 driveway and the driveway to the south, and to approximately one hundred forty-five and eight tenths feet (145.8') between the 75th Street driveway and the driveway to the east. **Please confirm exact dimensions on Variations Requested.**
11. A variation from Section 9-10-5(L)2(f) to decrease the minimum spacing between driveway entrance and right-of-way of an adjacent intersecting street from five hundred feet (500') to one hundred two and four tenths feet (102.4') on Illinois Route 83 and to one hundred sixty-nine and five tenths feet (169.5') on 75th Street.
12. A variation from Section 9-10-5(L)2(g) to eliminate the requirement of a concrete median separation and to reduce the driveway storage from one hundred feet (100') to zero feet on Illinois Route 83 and 75th Street.
13. A variation from Section 9-14-2(D)2(c)4 to decrease the minimum foundation landscape area from seven feet (7') to three and eight tenths feet (3.8) along the southern façade, to five and two tenths feet (5.2') along the northern portion of the eastern building façade and from seven feet (7') to zero feet along the western building façade and remaining portion of the eastern building façade.

Add new variations:

14. A variation from Section 9-10-5(G) to decrease the minimum required interior side parking area setback from ten feet (10') to [??] feet along the southern portion of the Illinois Route 83 driveway at the southwest portion of the subject property. **Please confirm exact dimensions.**

Please provide a response letter addressing each of the comments made in this review letter. If you have any questions, you may contact me at [planner@willowbrook.il.us](mailto:planner@willowbrook.il.us) or 630.920.2233.

Sincerely,

**Ann Choi**  
Village Planning Consultant  
WBK Engineering, LLC

Cc: Brian Pabst, Sean Halloran, Dan Lynch, Roy Giuntoli



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Carrie Dittman

April 16, 2021

Atten: Hakim Yala  
Panda Express, Inc.  
1683 Walnut Grove Avenue  
Rosemead, CA 91770

Brian A. Styck  
Atwell, LLC

Re: **7505 Kingery (Panda Express & Drive-Through) Planning Review #5**

Mr. Yala and Styck,

Planning staff has reviewed the submitted (amended) application, submitted on April 14, 2021, for the Panda Express Fast-Food Restaurant and Drive-Through development on the lot currently occupied by Shell Oil gas station on 7505 Kingery Highway in Willowbrook, IL 60527. The following plan has been reviewed per the requirements of the Village of Willowbrook Zoning Ordinance:

1. **"ALTA-NSPS Land Title Survey"** – 2 sheets (Job. No. 18003769), dated 8/10/2020 and bearing the latest revision date of 4/13/2021, and prepared by Atwell Group.
2. **"Site Layout Plan"** – 1 sheet, Sheet C04.0, Panda Project No. D7058, Atwell Project No. 18003769.01, bearing a PC Submittal date of 11/20/2020, bearing the latest PC Submittal #2 date of 03/24/2021, bearing the latest Village Plan Revision #4 date of 04/14/2021, and prepared by Atwell Group.
3. **"Final Engineering Plans"** – 22 sheets, Panda Project #: D7058, Atwell Project No. 18003769.01, bearing a PC Submittal date of 11/20/2020, bearing the latest PC Submittal #2 date of 03/24/2021, bearing the latest Village Plan Revision #4 date of 04/14/2021, and prepared by Atwell Group.
4. **"Landscape Plan" and "Landscape Notes and Details"** – 2 sheets, Panda Project #: D7058, Atwell Project No. 18003769.01, bearing a PC Submittal date of 11/20/2020, bearing the latest PC Submittal #2 date of 03/24/2021, bearing the latest Village Plan Revision #4 date of 04/14/2021, and prepared by Atwell Group.
5. **"Traffic Plan"** – 1 sheet, Sheet EX-02, Panda Project #: D7058, Atwell Project No. 18003769.01, bearing a PC Submittal date of 11/20/2020, Village Plan Revision #4 date of 04/14/2021, and prepared by Atwell Group.
6. **"Standards for Variations"** – 2 pages, submitted to the Village on 04/14/2021, and prepared by Atwell Group.
7. **"Variations Requested"** – 1 page, dated 4/14/2021, and prepared by Atwell Group.

Staff offers the following comments:

**Traffic**

BLA, Inc. is in receipt of the following documentation for the referenced project:

- Village Review #4 Resubmittal dated April 14, 2021.



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We have reviewed the documentation provided and found it to adequately address our previous comments, questions and concerns with regards to traffic, parking and on-site circulation.

**Bulk Regulations & Landscaping**

1. Revise the table under Section 9-6-1 BUSINESS DISTRICT LANDSCAPING REQUIREMENTS:
  - a. The number of provided points within the exterior side yard (75<sup>th</sup> St) is 1,460 points (not 1,160 points).
  - b. There are 2 shade trees (AR-1, PO-1) within the exterior side yard = 200 points (not 0 points).
  - c. There are 46 deciduous shrubs (EA-9, RA-37) within the exterior side yard = 460 points (not 360 points).

**Engineering**

As requested on April 14, 2021, we have reviewed the Final Engineering Plans and supporting documents for the above property prepared by Atwell, and dated April 14, 2021. We have no objection to the project proceeding with the plan commission hearings. The following items should be incorporated into the final approval of the plans:

**General Comments:**

2. A permit is required from IDOT prior to any work in the Route 83 right of way. We understand that this is in progress.
3. A permit is required from the Du Page County Public Works Department for the sanitary sewer connection. We understand that this is in progress.
4. The applicant must file a Notice of Intent with the IEPA prior to the start of construction.
5. It is our understanding that the property owner will provide the Village with a letter of No Further Remediation (NFR) from the IEPA prior to a building permit being issued.
6. Prior to building permit, the Village will require a Plat of Easement to grant access to the B-Box at the building. This can be a 10-foot-wide non-exclusive easement over the water service from 75th Street to the building. We understand that this is in progress.
7. Permission from the Red Roof Inn will need to be granted to connect to their parking lot and construct on their land. We understand that this is in progress.
8. The plans do not indicate how the water service will be connected to the existing watermain. It is noted that the water service is considered to be plumbing under the Illinois Plumbing Code and will be reviewed as part of the building review.

**Tri-State Fire Protection District**

We have received a copy of the final engineering, site layout and review comments for the above listed project. After review, we find the plans to be in apparent compliance with applicable standards relative to fire prevention and life safety.

Necessary inspections are to be performed along with any outstanding fees paid before occupancy is granted.

*The Bureau of Fire Prevention has been asked to review the plans, specifications or other documents submitted to see if compliance has been made with the Fire Prevention Codes and Ordinances of the Tri-State Fire Protection District. Errors or omissions by representatives of the Bureau of Fire Prevention do not constitute permission to cancel, set aside or waive any*



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Carrie Dittman

*provision of any applicable Code or Ordinance of the Tri-State Fire Prevention District. Approvals by the Bureau of Fire Prevention will be in writing only.*

**Zoning Requests**

Approval of a Special Use Permit for the construction of a one-story restaurant in the B-2 zoning district including a drive-through lane and associated site improvements. The approval of the special use permit will include, but is not limited to, the following variations:

1. A variation from Section 9-3-3(C) to decrease the minimum lot area for two (2) or more special uses from two acres (2 AC) to one acre (1 AC).
2. A variation from Section 9-3-7(A)1 to decrease the minimum special setback on Illinois Route 83 from one hundred feet (100') to fifty and two tenths feet (50.2') for the proposed building, to fifty-six and six tenths feet (56.6') for the proposed menu board, and to sixty-two and four tenths feet (62.4') to the order canopy.
3. A variation from Section 9-6-1(A) to decrease the minimum lot area for two (2) or more special uses (fast food establishment and drive-through) from two acres (2 AC) to one acre (1 AC).
4. A variation from Section 9-6B-3(A) to decrease the minimum lot area for all uses from two acres (2 AC) to one acre (1 AC).
5. A variation from Section 9-6B-3(C)1 to decrease the minimum lot width of 200 feet for restaurants from two hundred feet (200') to one hundred seventy feet (170').
6. A variation from Section 9-6B-3(E)1 to decrease the minimum front yard setback on Illinois Route 83 from sixty feet (60') to fifty and two tenths feet (50.2') for the proposed building, and to fifty-six and six tenths feet (56.6') for the proposed menu board.
7. A variation from Section 9-6B-3(E)3 to decrease the minimum exterior side yard setback on 75th Street from sixty feet (60') to forty-three and four tenths feet (43.4') for the proposed building, to twenty-five feet (25') to the order canopy, and to thirty-two and seven tenths feet (32.7') for the proposed menu board.
8. A variation from Section 9-10-5(L)2(b)2(a) to decrease the radius connecting street pavement edge and driveway edge on 75th street from thirty-five feet (35') to twenty-five feet (25').
9. A variation from Section 9-10-5(G) to decrease the minimum required interior side yard parking area setback from ten feet (10') to one foot (1') along the south lot line (southern portion of the Route 83 driveway).
10. A variation from Section 9-10-5(L)2(d) to decrease the driveway location on lots for all uses other than single-family residential from seventy feet (70') to sixteen and six tenths feet (16.6') on Illinois Route 83 and to forty-six and eight tenths feet (46.8') on 75th Street.
11. A variation from Section 9-10-5(L)2(e) to decrease the minimum spacing between separate driveway entrances from four hundred feet (400') to three hundred three and nine tenths feet (303.9') between the Illinois Route 83 driveway and the driveway to the south, and to approximately one hundred forty-five and eight tenths feet (145.8') between the 75th Street driveway and the driveway to the east.
12. A variation from Section 9-10-5(L)2(f) to decrease the minimum spacing between driveway entrance and right-of-way of an adjacent intersecting street from five hundred feet (500') to one hundred two and four tenths feet (102.4') on Illinois Route 83 and to one hundred sixty-nine and five tenths feet (169.5') on 75th Street.



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13. A variation from Section 9-10-5(L)2(g) to eliminate the requirement of a concrete median separation and to reduce the driveway storage from one hundred feet (100') to zero feet on Illinois Route 83 and 75th Street.
14. A variation from Section 9-14-2(D)2(c)4 to decrease the minimum foundation landscape area from seven feet (7') to three and eight tenths feet (3.8') along the southern façade, to five and two tenths feet (5.2') along the northern portion of the eastern building façade and from seven feet (7') to zero feet along the western building façade and remaining portion of the eastern building façade.

Please provide a response letter addressing each of the comments made in this review letter. If you have any questions, you may contact me at [planner@willowbrook.il.us](mailto:planner@willowbrook.il.us) or 630.920.2233.

Sincerely,

**Ann Choi**  
Village Planning Consultant  
WBK Engineering, LLC

Cc: Brian Pabst, Sean Halloran, Dan Lynch, Roy Giuntoli



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CONSULTING. ENGINEERING. CONSTRUCTION.

April 14, 2021

Ann Choi  
Village Planning Consultant  
Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527-5549

**Atwell, LLC Project No. 18003769.01**

RE: Willowbrook, IL Panda Express  
Village Planning Review #4

Ms. Choi,

Atwell, LLC is in receipt of the Village of Willowbrook Planning Review #4 letter, dated April 07, 2021, regarding review of the site plan, special use and variations application package for the proposed Willowbrook, IL Panda Express. Submittal documents have been revised in accordance with the review comments, and we offer the following responses.

**General Comments**

Comment 1: Revise Standards for Variations according to the new list of variations noted at the end of this review letter.

**Response:** *A copy of the Revised Standards for Variations are included with this resubmittal package.*

Comment 2: A Certificate of Insurance will be required as an attachment to the Traffic Regulation Agreement.

**Response:** *A Certificate of Insurance has been requested and is being prepared by the insurance company. A copy will be provided to the Village upon receipt.*

**ALTA-NSPS Land Title Survey**

Comment 3: Planning staff recommends that the survey be modified to note the existing red light camera near the existing driveway.

**Response:** *The existing red light camera is labeled on the revised ALTA/NSPS Land Title Survey.*

Comment 4: The survey should be signed by a registered Illinois Professional Land Surveyor. The signature of the surveyor is missing, and the license has been expired since 11/30/2020. Please resubmit the Land Title Survey with the correct information.

**Response:** *The revised ALTA/NSPS Land Title Survey is signed and sealed by a registered IL Professional Land Surveyor with an active license.*

### **Site Layout Plan**

Comment 5: Include the exact dimensions (no approximations) from the center of the driveway on Route 83 to the center of the driveway on the adjacent property to the south.

**Response:** *Exact dimensions are provided from the center of the driveway on Route 83 to the center of the driveway on the adjacent property to the south.*

Comment 6: Include the exact dimensions (no approximations) distances from the center of the driveway on 75<sup>th</sup> Street to the center of the driveway on the adjacent property to the east.

**Response:** *Exact dimensions are provided from the center of the driveway on 75<sup>th</sup> Street to the center of the driveway on the adjacent property to the east.*

Comment 7: Applicant is requesting a variation from Sections 9-3-7(A) and 9-6B-3(E)1 to decrease the minimum special setback on Illinois Route 83 from one hundred feet (100') to forty-six and three tenths feet (46.3') for the building canopy. The permitted encroachment for awnings/canopies/marquees in non-residential districts is 1/3 district yard standard. Planning staff interprets the district yard standard to be 60 feet (front yard setback), therefore the canopy can encroach 20 feet into the front yard. The proposed building canopy therefore does not need relief from Sections 9-3-7(A) and 9-6B-3(E)1 unless the Applicant provides a different rationale for requesting the variations. **Please confirm.**

**Response:** *The proposed building canopy has been removed from the list of variations.*

### **Traffic**

Comment 8: A stop bar and sign should be provided on the cross-access southbound approach to its intersection with the Red Roof Inn access.

**Response:** *A stop bar and stop sign have been added to the shared access drive southbound approach to the Red Roof Inn access.*

Comment 9: To maintain the sight distances at the proposed access driveway on Kingery Highway and 75th Street, as well as internal site intersections, any proposed vegetation and signing should be kept low to the ground or set back sufficiently so as not to inhibit available sight lines. **Planning staff will add a condition of approval that the proposed Red Maple tree located near the cross access drive shall be maintained so that its leaves (foliage) are higher than 3.5' or removed.**

**Response:** *Acknowledged.*

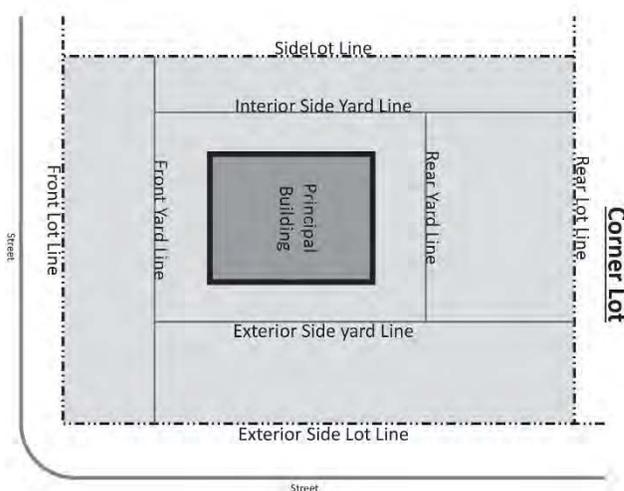
### **Bulk Regulations & Landscaping**

Comment 10: Section 9-2-2 of the Zoning Ordinance defines the following:

**YARD, EXTERIOR SIDE (STREET):** A required yard adjoining a street which extends the full depth of a lot, along an exterior side lot line, excluding the area within a front yard.

**YARD, FRONT:** A required yard which extends the full width of a lot along a front lot line.

Refer to the following illustration to illustrate the definitions of exterior side yard and front yard:



**Response:** *Acknowledged.*

Comment 11: Revise the "Section 9-6-1(D)" requirement 1. table in the Landscape Plan to reflect that 980 points is required for 75<sup>th</sup> Street. Planning staff deducted 60 feet from 256 feet for a total of 196 feet for the linear length of the exterior side yard frontage on 75<sup>th</sup> street at the property line. (It was incorrectly calculated at 256 feet in the previous reviews). Therefore 196 feet x 5 = 980 points required in the exterior side yard. Within the 60-foot exterior side yard setback area, the Landscape Plan indicates zero shade trees = 0 points, three (3) conifer trees = 180 points, four (4) ornamental trees = 200 points, twenty-four (24) evergreen shrubs = 360 points, thirty-six (36) deciduous shrubs = 360 points, for a total of 1,300 points. The exterior side yard setback exceeds the minimum requirement of 980 points. **Update the tables accordingly.**

**Response:** *The table is revised to reflect that 980 points are required for 75<sup>th</sup> Street. The provided points total has been updated to 1,130 per the revised landscape plan.*

Comment 12: Section 9-6-1(D) of the Village Code provides that the front yard (Route 83) requires a minimum of 850 points. The Landscape Plan indicates zero shade trees = 0 points, zero conifer trees = 0 points, eight (8) ornamental trees = 400 points, twelve (12) evergreen shrubs = 180 points, and ten (10) deciduous shrubs = 100 points, for a total of 680 points. The front yard is

deficient by 170 points. **Staff recommends adding more landscape plantings within the front yard or extending the proposed 3-foot tall berm across 75% of the yard frontage (if feasible) to meet the 850 point minimum and does not recommend requesting a variation from this code section. Update the tables accordingly.**

**Response:** *The table is revised to reflect that 850 points are required for Route 83. The provided points total has been updated to 940 per the revised landscape plan.*

Comment 13: Section 9-10-5(G)1, Front Yards And Exterior Side Yards, requires that permanent peripheral screening at least four feet (4') high shall be constructed and maintained in front yard and exterior side yard areas adjacent to parking areas. This screening shall consist of a planted earth berm, densely planted evergreen shrubs or trees or a combination of both. In the previous review, planning staff incorrectly interpreted the requirement for permanent peripheral screening and previously allowed the combination of the deciduous trees and evergreen shrubs. **Replace all ornamental trees with evergreen trees (permanent peripheral screening) to comply with this code section. Revise the Plant Schedule on the Landscape Plan and required points accordingly.**

**Response:** *A permanent peripheral screening at least four feet (4') high is provided with a proposed combination of an earthen berm (western-front yard) and evergreen trees/shrubs. Ornamental trees have been replaced with evergreen trees along the northern-exterior side yard, and set back behind a row of evergreen shrubs on the western-front yard.*

Comment 14: Revise the following notes in the Landscape Plan table under Section 9-14-2.23(B):

- a. *"\*The 199 plantings are provided as a result of separate requirements..."* to the correct number of plantings.
- b. *"provided 4.5 Foot foundation planting width"* to 3.8', 5.2' and zero feet under Section 9-14-2.23(B) in the Landscape Plan table.

**Response:** *The following revisions have been made to the Landscape Plan:*

- a. *The Landscape Plan Table under Section 9-14-2.23(B) has been revised accordingly to reflect the number of plantings.*
- b. *The Landscape Plan Table under Section 9-14-2.23(B) has been revised accordingly to reflect the proposed foundation plantings.*

### **Loading & Parking**

Comment 15: Section 9-10-5(G) In-Yards, requires that off-street parking spaces, access drives or aisles (including any and all impervious surfaces), open to the sky, may be located in required interior side yards and rear yards, to within ten feet (10') of the nearest lot line. Include dimensions for the paving area setback (south side of proposed driveway on Route 83) along the south lot line within the front yard. It appears close to zero feet but the Village requests an exact dimension. **A waiver from this code section will be required.**

**Response:** *The setback dimension for the paving area setback (south side of proposed driveway on Route 83) is provided at the southwest property corner. The exact dimension is 1.0'. This variance has been added to the Revised Standards for Variations.*

### **Trash Enclosure**

Comment 16: No comment.

### **Engineering**

Comment 17: Sheet C04.0: Add a stop sign to the right turn only sign at the north exit lane of the lot.

**Response:** *A stop sign has been added to the right turn only sign at the north exit lane of the lot.*

Comment 18: Sheet C05.0:

1. The proposed slope from this site to the Red Roof Inn property appears to exceed the maximum allowable slope of 5% as provided in Section 9-10-5(H)2.d of the Zoning Code. Expand the Access Drive detail on Sheet C05.1 to include the entire driveway.
2. The cross-access driveway with Red Roof Inn may allow additional stormwater runoff to enter the hotel property that currently is not going in that direction. The Red Roof Inn should be aware of this if the existing drainage pattern cannot be maintained.

**Response:** *In response to Sheet C05.0 review comments:*

1. *The shared access drive grading plan is revised not to exceed 5%.*
2. *The site is graded to maintain existing (sheet flow) drainage patterns onto the Red Roof Inn property. Furthermore, a ridgeline is proposed at the north end of the shared access drive to maintain existing drainage patterns and direct additional site stormwater runoff away from the Red Roof Inn site.*

Comment 19: Sheet C07.0: Show a proposed B-Box or valve box location on plan set. This must be in the right of way. It is noted that the water service is considered to be plumbing under the Illinois Plumbing Code and will be reviewed as part of the building review.

**Response:** *Per Roy Giuntoli, C.B.O., Building Official with the Village of Willowbrook, the 6" fire line does not need a shutoff valve. The domestic water line includes a curb stop and through wall B-box at the building as shown in the Commercial Private Water Service Detail on Sheet C08.4.*

Comment 20: General Comments:

1. A permit is required from IDOT prior to any work in the Route 83 right of way.
2. A permit is required from the Du Page County Public Works Department for the sanitary sewer connection.
3. The applicant must file a Notice of Intent with the IEPA prior to the start of construction.
4. It is our understanding that the property owner will provide the Village with a letter of No Further Remediation (NFR) from the IEPA prior to a building permit being issued.

5. Prior to building permit, the Village will require a Plat of Easement to grant access to the B-Box at the building. This can be a 10-foot-wide non-exclusive easement over the water service from 75th Street to the building.
6. Permission from the Red Roof Inn will need to be granted to connect to their parking lot and construct on their land.
7. The proposed Photometric Plan appears to be in general compliance with the standards in the Village Zoning Code.

**Response:** *In response to Sheet C05.0 review comments:*

1. *An IDOT ROW Permit Application has been submitted for proposed work in the Route 83 ROW.*
2. *A DuPage County Public Works Sanitary Sewer Permit Application has been submitted for the proposed sanitary sewer connection.*
3. *A Notice of Intent (NOI) with the IEPA will be filed prior to the start of construction.*
4. *The seller of the property (True North Energy) will be responsible for demolition of the gas pumps, underground gas storage tanks, appurtenant gas piping, and environmental cleanup/remediation. The seller will provide a No Further Remediation (NFR) letter upon completion of the environmental cleanup/remediation work.*
5. *A proposed 10' Wide Non-Exclusive Water Service Access Easement has been added to the revised construction plans. A draft copy of the easement exhibit and legal description is being prepared, and will be provided to the Village prior to application for the building permit.*
6. *Panda Express and Red Roof Inn are in the process of establishing a Cross Access Agreement for the shared access drive. The Cross Access Agreement will include language that grants approval to connect to their parking lot and construct on their land.*
7. *Acknowledged.*

### Tri-State Fire Protection District

Comment 21: Make sure that the developer provides access to the fire department connection and not in the drive thru. Drive thru's are not allowable access to the fire department.

**Response:** *The proposed Fire Department Connection (FDC) is located on the east side of the building and not the drive-thru.*

Comment 22: May need to add a fire hydrant to the property.

**Response:** *An existing fire hydrant is located onsite in the NE corner of the property.*

Comment 23: The building shall not be more than 75' from a hydrant and the fire department connection.

**Response:** *The onsite fire hydrant conflicts with the proposed driveway, and has been relocated to within 70' of the building and Fire Department Connection.*

We trust that these responses will satisfy the concerns outlined in your review letter. Should there be any additional questions or concerns, please contact us at (630) 577-0800.

Sincerely,  
ATWELL

A handwritten signature in blue ink, appearing to read "Brian A. Styck". The signature is fluid and cursive, with a long horizontal stroke at the end.

Brian A. Styck, P.E.  
Project Manager



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**Attachment 8**  
IDOT Review Letter(s)



# Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1  
201 West Center Court / Schaumburg, Illinois 60196-1096

## PERMITS

Location: IL 83 (Kingery Hwy) and 75<sup>th</sup> Street (Southeast Corner)

Municipality: Village of Willowbrook, DuPage County

Re: Willowbrook Panda Express

Reference No.: 022-98800

January 28, 2021

Mr. Brian A. Styck, P.E.  
ATWELL  
1250 E. Diehl Road, Suite 300  
Naperville, IL 60563

Dear Mr. Styck:

We have completed our review of your engineering plans for the subject location. Our comments are marked on the enclosed plan set, which must be returned with your next submittal, and are detailed below:

1. Clearly show and label State right of way lines on all plan sheets.
2. Revise your plans to label roadways as the State-designated route followed by the marked route in parentheses [e.g. IL 83 (Kingery Hwy)]
3. Dimension the SF, LF of all items to be removed and/or replaced within the State right of way on your *Demolition Plan* sheet.
4. Provide concurrence from the Village of Willowbrook and applicable Red Light Running Camera vendor of your proposed relocation of the existing RLR camera pole, equipment, etc.; additionally, new engineering plans will need to be designed in accordance with IDOT specifications for the relocation.
5. All ADA related items shall be designed and installed in accordance with ADA/PROWAG guidelines and with the "ADA Standard for Accessible Design" guidebook. Prior to permit issuance, complete and return the enclosed "Municipality Sidewalk & Shared-Use Path ADA and PROWAG Acceptance Letter" with the local municipality sign off.
6. Utilize the enclosed "ADA Details for Phase I Projects" template to design all ADA-related facilities and include this detail pictorially for each location with all necessary spot grades to ensure compliance with the "ADA Standard for Accessible Design" guidebook.
7. Revise your proposed driveway apron in accordance with the enclosed IDOT specifications regarding materials and thicknesses.
8. Either provide a Lot Line Agreement for the driveway encroachment with the property to the south or shift your proposed driveway further north with a 3' offset from the southern property line per the enclosed illustration.
9. Show the emergency overflow route on your *Detailed Grading* sheet; note that per the IDOT Drainage Connection Checklist Section 2-f-2, "The access drive(s) must not be used as an overland flow flood path."
10. Complete the enclosed *IDOT Drainage Connection Checklist* including the May 2014 cover sheet; additionally, submit a letter from the local authority in acceptance of the drainage improvements for your site.

IL 83 (Kingery Hwy) and 75<sup>th</sup> Street (Southeast Corner)

January 28, 2021

Page 2

11. Include the following IDOT Standards in your plans with a maximum of four (4) Standard blocks per plan sheet:
12. Please have the applicable utility company coordinate with Mr. Sudud Mahmoud in our Design – Utilities section via email at [Sudud.Mahmoud@illinois.gov](mailto:Sudud.Mahmoud@illinois.gov) for the proposed gas connection within the IL 83 right of way.

Please revise your plans in accordance with the above comments and resubmit two (2) revised 11"x17" copies of engineering plans along with a written disposition to all comments to continue the review process.

If you have any questions regarding this matter, please contact Jonathan Karabowicz at (847) 705-4149.

Very truly yours,

Jose Rios, P.E.  
Region One Engineer

By:   
Thomas G. Gallenbach, P.E.  
Traffic Permit Engineer

cc: Brian Pabst - Village of Willowbrook  
Paul Wendt - DuPage Division of Transportation

**BOARD MEETING  
AGENDA ITEM - HISTORY/COMMENTARY**

**ITEM TITLE:**

MOTION TO APPROVE - FY 2021-22 BUDGET

**AGENDA NO. 6.**

**AGENDA DATE:** 04/26/2021

**STAFF REVIEW:** Carrie Dittman, Director of Finance

**SIGNATURE:** *C. Dittman*

**LEGAL REVIEW:** Thomas Bastian, Village Attorney

**SIGNATURE:** \_\_\_\_\_

**RECOMMENDED BY:** Brian Pabst, Village Administrator

**SIGNATURE:** \_\_\_\_\_

**REVIEWED & APPROVED BY COMMITTEE:** YES  NO  N/A

**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

We are pleased to present the FY 2021-22 Village Budget for your approval. The final budget incorporates the discretionary items approved during the Board Budget Workshop held on March 15, 2021. The Village's General Fund balance is projected to be \$6,220,930 on April 30, 2022, which represents **216 days** of operating reserves.

The Village is required to comply with the State Appropriation Act and each year must adopt an appropriation ordinance. While the appropriation ordinance provides the Village legal authority to expend funds, the annual budget represents the Village's spending plan for the year. The appropriation ordinance must be passed within the first quarter of the fiscal year and a copy must be filed with the DuPage County Clerk within thirty (30) days of passage of the ordinance. The FY 2021-22 Appropriation Ordinance will be placed on the Board's agenda within the first quarter for consideration.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)**

Staff will be submitting the FY 2021-22 Budget to the Government Finance Officers Association (GFOA) as part of our application for the Distinguished Budget Presentation Award, if the Board desires, at a later date.

**ACTION PROPOSED:** APPROVE THE MOTION

# VILLAGE OF WILLOWBROOK

## BOARD MEETING

### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

MOTION TO APPROVE MERITORIOUS SERVICE AWARD FOR OFFICER DARREN BIGGS

**AGENDA NO.** 7.

**AGENDA DATE:** 04/26/2021

**STAFF REVIEW:** Robert Schaller, Chief of Police

**SIGNATURE:** \_\_\_\_\_

**LEGAL REVIEW:** Tom Bastian, Village Attorney

**SIGNATURE:** \_\_\_\_\_

**RECOMMENDED BY:** Brian Pabst, Village Administrator

**SIGNATURE:** \_\_\_\_\_

**REVIEWED & APPROVED BY COMMITTEE:** YES  N/A

**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

The Village of Willowbrook's Personnel Manual allows for village personnel to be awarded a meritorious service award.

1. Any Willowbrook employee during his/her regular course of employment shall be eligible if, in attempting to save the life of another or prevent serious injuries to another, exhibits superior efforts in a range which exceeds the common standards of performance expected of his/her profession.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)**

On March 10th, 2021, Willowbrook officers were dispatched to an ambulance assist for a full arrest at Target. Upon arrival, Officers Biggs and Johnson observed the unresponsive victim lying on the ground, surrounded by Target employees. The Target employees had already deployed an Automated External Defibrillator (AED) and delivered a shock to the victim when Officer Biggs took action. After checking for responsiveness, Officer Biggs immediately began Cardiopulmonary Resuscitation (CPR). As Officer Biggs continued CPR, Officers Handzik, Volek, Blaylock, and Opacian arrived shortly after and with additional medical supplies and played support roles, while waiting for Tri-State Fire Protection District to arrive.

Officers Biggs, Johnson, Volek, Blaylock, Handzik, and Opacian should all be recognized for their quick action and teamwork during this emergency response. Their diligence in providing an extraordinary level of service to the Citizens of the Village of Willowbrook should be commended. Special mention to Officer Biggs for his quick actions which resulted in lifesaving aid being rendered to the victim.

The Village Staff recommends a Meritorious Service Award be given to Officer Darren Biggs.

**ACTION PROPOSED:**

Approve Motion.

## VILLAGE OF WILLOWBROOK

### BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> <b>AN ORDINANCE AMENDING CHAPTER 13 ENTITLED "SOLICITORS" OF TITLE 3 ENTITLED "BUSINESS REGULATIONS" OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK</b>	<b>AGENDA NO.</b> <b>8.</b>  <b>AGENDA DATE:</b> <u>04/26/21</u>
--	--

<b>STAFF REVIEW:</b> Robert Schaller, Chief of Police	<b>SIGNATURE:</b> _____
<b>LEGAL REVIEW:</b> Tom Bastian, Village Attorney	<b>SIGNATURE:</b> _____
<b>RECOMMENDED BY:</b> Brian Pabst, Village Administrator	<b>SIGNATURE:</b> _____
<b>REVIEWED &amp; APPROVED BY PSC:</b> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	

**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

On March 22, 2021, the Village Board approved an amendment to Chapter 13 -Solicitation Regulations. Staff presented a reordering of the code sections to bring the Village code in line with neighboring communities and to streamline the language for a more straightforward interpretation by the solicitors and enforcement by the Village. Permit fees were set at \$75.00 for commercial solicitations and, while a charitable solicitation was set at \$0.00 at the March 22, 2021, Village Board meeting. Upon review and further discussion of the amendment, the permit fee did not accurately reflect the labor for background investigations of all solicitors, manufacture of identification cards, and additional facets of the permit process.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)**

It is staff's recommendation to amend Chapter 13- Solicitation Regulations permit fees and permit period as follows:

- A solicitation permit fee in an amount equal to Seventy-Five Dollars (\$75.00) per applicant and Thirty-Five Dollars (\$35.00) for each solicitor on behalf of the applicant, or, in the case of solicitors who are transient merchants, an amount equal to One Hundred Dollars (\$100.00) per applicant and Thirty-Five Dollars (\$35.00) for each additional solicitor on behalf of the transient merchant applicant.
- Except as otherwise provided in this chapter, a solicitation permit issued pursuant to this chapter shall be valid for thirty (30) consecutive calendar days. An expiration date shall be printed on the face of each solicitation permit.

**ACTION PROPOSED:**

Pass the ordinance



**ORDINANCE NO. 21-O-\_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 13 ENTITLED “SOLICITORS” OF TITLE 3  
ENTITLED “BUSINESS REGULATIONS” OF THE VILLAGE CODE OF  
ORDINANCES OF THE VILLAGE OF WILLOWBROOK**

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**WHEREAS**, the Law and Ordinance Committee of the Village has conducted a Comprehensive review of Chapter 13 entitled “Solicitors” of Title 3 entitled “Business Regulations” of the Village Code of Ordinances of the Village of Willowbrook;

**WHEREAS**, on March 22, 2021, the Corporate Authorities of the Village, on the recommendation of the Law and Ordinance Committee, amended the Village’s Solicitors Ordinance in its entirety; and

**WHEREAS**, upon further review of Title 3, Chapter 13, of the Village Code of Ordinances, it has been determined to further amend Title 3, Chapter 13, as hereinafter set forth.

**NOW THEREFORE BE IT ORDAINED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois as follows.

**SECTION 1.** Chapter 13 entitled “Solicitors” of Title 3 entitled “Business Regulations” of the Village Code of Ordinances of the Village of Willowbrook, DuPage County Illinois, as amended is hereby further amended in its entirety to read as follows:

**“3-13-1: DEFINITIONS:**

The following words and phrases as used in this chapter shall have the following meanings, unless a different meaning is required by the context:

**AGGRESSIVE SOLICITATION:** A mode of prohibited solicitation hereafter defined in Section [3-13-11](#) of this chapter.

**APPLICANT:** Any person that files an application for a solicitation permit as provided for in this chapter. **AUTOMATED TELLER MACHINE:** Any automated teller machine as

defined by the Automated Teller Machine Security Act, 205 Illinois Compiled Statutes 695/1 et seq., as amended.

**BANK:** Any bank or financial institution as defined by the Illinois Banking Act, 205 Illinois Compiled Statutes 5/1 et seq., as amended.

**CANVASSER:** A person engaged in canvassing. Canvassing Going from place to place in the Village seeking to make personal contact with residents or other persons where there is no request, invitation or appointment for such contact, but excluding persons engaged in solicitation as defined herein.

**CHARITABLE ORGANIZATION:** Any benevolent, philanthropic, patriotic, not for profit, religious or eleemosynary person or one purporting to be such which solicits and collects funds for charitable purposes.

**CHARITABLE PURPOSE:** Any charitable, benevolent, philanthropic, patriotic, not for profit, religious or eleemosynary purpose.

**CHIEF OF POLICE:** The chief of police or any of his or her authorized representatives.

**CHARITABLE SOLICITATION:** Any request for the donation of money, property or anything of value or the pledge of a future donation of money, property or anything of value; or the selling or offering for sale of any property, real or personal, tangible or intangible, whether of value or not, including, but not limited to, goods, books, pamphlets, tickets, publications or subscriptions to publications or brochures, upon the representation, express or implied, that the proceeds of such sale will be used for a "charitable purpose" as such term is herein defined.

**COMMERCIAL SOLICITATION:** Seeking to obtain orders for the purchase of goods, wares, merchandise, foodstuffs, services of any kind, character or description whatever, for any kind of consideration whatever.

**PERSON:** Any individual, organization, group, association, partnership, corporation, joint venture, trust or any combination thereof.

**PREMISES:** Any occupied building or structure, or any separate dwelling unit contained within any occupied building or structure, of any type within the village.

**REGISTERED SOLICITOR:** Any person who has obtained a valid solicitation permit as hereinafter provided, which certificate is in the possession of the solicitor, conspicuously displayed on his or her person while engaged in solicitation.

**SOLICITATION:** A verbal request made in person upon any street, public place or park in the Village for an immediate donation of money or other thing of value, including a request to purchase an item or service of little or no monetary value in circumstances where a reasonable person would understand that the purchase is in substance a donation. Solicitation does not include the act of passively standing, sitting or engaging in a musical performance or other street performance with a sign or other indication that donations are being sought, without any verbal request for a donation other than in response to an inquiry by another person. Solicitation shall

not include any activity which is purely expressive in nature, such as attempts to enlist support for or against a particular religion, philosophy, ideology, political party, issue, candidate or other cause that does not involve either the solicitation of funds or a proposal to engage in a commercial transaction.

**SOLICITOR:** A person engaged in solicitation.

**TRANSIENT MERCHANT:** A solicitor who engages temporarily in the retail sale of goods, wares or merchandise in the Village and in pursuance of such sales occupies any building, room, vehicle, structure of any kind, or vacant lot. Transient Merchants and solicitors shall not include a person selling goods, wares or merchandise, including vegetables, fruit or perishable farm products, at an established Village farmers market or other Village-sponsored event or market, or at a church fair or other similar event of limited duration held by a unit of local government or not-for-profit organization for fund-raising purposes.

**3-13-2: PERMIT REQUIRED:**

It shall be unlawful for any charitable organization to engage in charitable solicitation for charitable purposes, or for any person to engage in commercial solicitation within any residentially zoned district under the Village of Willowbrook zoning ordinance, unless such organization or person shall have first obtained a valid solicitation permit from the Village as hereinafter provided. Persons engaged in canvassing shall not be subject to permitting requirements of this Chapter, but are subject to certain other time, place and manner restrictions, as provided in this Chapter.

**3-13-3: PERMIT EXEMPTION FOR MINORS:**

Persons under the age of seventeen (17) years engaged in charitable solicitation within the Village shall not be required to obtain a solicitation permit. Any such person under the age of seventeen (17) years shall comply with all other applicable provisions of this chapter.

**3-13-4: SOLICITATION PERMIT:**

An applicant for a solicitation permit shall file with the chief of police a properly completed application therefor on a form provided for such purpose by the chief of police. The applicant shall be given a copy of this chapter, acknowledge its contents, and agree to comply with all its requirements. The applicant shall verify under oath all statements made on or in connection with the following information on the application:

- (A) The names and addresses of the charitable or commercial organization(s)/person(s) and the name or names under which it/he/she intends to engage in solicitation as well as the solicitation methods that the applicant and the applicant's business or organization will employ within the village.
- (B) The name and address of the person to be in charge of such solicitation, as well as the following:

- a) The name and address of a principal officer, director, or chief executive officer of the applicant's business or organization who is authorized to determine matters related to the application, and the registered agent for the business or organization for service in Illinois, if any.
  - b) The name and address of the business or organization or other person or entity that the applicant represents for purposes of the solicitation for which the permit is sought.
- (C) The names and addresses of all persons who will engage in such solicitation in the Village as follows:
- a) The applicant's local address, whether temporary or permanent, if different from the applicant's current residence address.
  - b) The applicant's name and current residence address, and the length of time the applicant has resided at such address.
  - c) The applicant's business address, if different from the applicant's residence address.
  - d) The applicant's driver's license number or other form of government issued identification.
  - e) The applicant's physical description, including sex, height, weight, hair color, and eye color.
  - f) Two (2) copies of a two inch by two-inch (2" x 2") photograph showing the full facial features of the applicant. Such photograph shall have been taken within thirty (30) days immediately prior to the date of filing of the application.
  - g) If more than one solicitor will be soliciting on behalf of a business or organization, then the names(s), address(es), and telephone number(s) of all person(s) who will be in direct charge of the solicitors on behalf of such business or organization.
  - h) If the applicant seeks a permit to conduct charitable solicitation, a written confirmation or registration by the Illinois attorney general, made within six (6) months immediately prior to the date of filing of the application, that the business or organization represented by the applicant is in full compliance with all applicable provisions of Illinois' Solicitation for Charity Act, 225 ILCS 460/0.01 et seq.
  - i) If the applicant is subject to payment of the Retailers' Occupation Tax, a copy of the applicant's solicitation permit issued by the State of Illinois under the Municipal Retailers' Occupation Tax imposed by Section 60-3 of this Code.
  - j) A solicitation permit fee in an amount equal to Seventy-Five Dollars (\$75.00) per applicant and Thirty-Five Dollars (\$35.00) for each solicitor on behalf of the applicant, or, in the case of solicitors who are transient merchants, an amount equal to One Hundred Dollars (\$100.00) per applicant and Thirty-Five Dollars (\$35.00) for each additional solicitor on behalf of the transient merchant applicant.
- (D) An acknowledgment stating that the names and addresses of all persons who will engage in such solicitation in the Village shall be verified by valid State identification with visible photo.
- (E) A statement acknowledging both the identity of the soliciting organization, agency or project and that the same must be engaged in a Nationwide or Statewide fundraising activity when soliciting within the Village.

- (F) A statement of the dates and times of the day when such solicitation will occur and the geographic area within the Village wherein such solicitation will be conducted at that particular time and day.
- (G) A statement of the date, or approximate date, of the applicant's last previous application for a solicitation permit under this chapter, if any.
- (H) A statement as to whether a solicitation permit issued to the applicant under this chapter has ever been suspended or revoked and any violation, within the previous five (5) years, of any provision of any previous Village solicitation regulation, of any of the provisions of this chapter, or of any local, state, or federal solicitation regulation.
- (I) A statement as to whether the applicant has ever been convicted of a violation of any of the provisions of state law, this chapter, or any other municipal ordinances related to solicitation regulations.
- (J) A written statement of recent date issued by the Attorney General of Illinois that the charitable organization has complied with the provisions of "An Act to Regulate Solicitation and Collection of Funds for Charitable Purposes...", 225 Illinois Compiled Statutes 460/1 et seq., or a written statement by the Attorney General of exemption under 225 Illinois Compiled Statutes 460/3 (applies only to charitable solicitation).
- (K) A copy of the most recent annual report filed with the Illinois Attorney General pursuant to 225 Illinois Compiled Statutes 460/4. In the event a charitable organization has not yet been required to file an annual report, a copy of the registration statement filed with the Attorney General of Illinois pursuant to 225 Illinois Compiled Statutes 460/2, may be utilized (applies only to commercial solicitation).
- (L) A statement by the applicant listing the names and addresses of the person(s) or organization(s) whom the applicant is employed by or represents, and the length of time of such employment or representation (applies only to commercial solicitation).
- (M) A description sufficient for identification of the subject matter of the solicitation which the applicant will engage in (applies only to commercial solicitation).
- (N) A statement as to whether the applicant has ever been convicted of the commission of a felony or has been convicted of a misdemeanor for a crime involving moral turpitude or truth and veracity, under the laws of the State of Illinois or any other state, or of a Federal law of the United States and the nature of any such conviction (applies only to commercial solicitation).
- (O) A statement by the applicant acknowledging that no person shall stand on any street, highway or roadway within the Village, or on any right-of-way of the same for the purpose of peddling or soliciting contributions except that persons soliciting charitable

contributions from the occupant of any vehicle may do so upon satisfying all requirements of this chapter.

- (P) A statement by the applicant acknowledging that solicitation under this chapter shall be allowed only at intersections where all traffic is required to come to a full stop.
- (Q) A statement by the applicant acknowledging that solicitation shall be limited to a specific intersection or intersections and within a one-hundred-foot (100') distance along each leg of the said specific intersection(s).
- (R) A statement by the applicant acknowledging that the soliciting organization shall be responsible for supervising and controlling the conduct of all persons soliciting as listed on the approved application for a solicitation permit.
- (S) A statement by the applicant acknowledging that all persons soliciting for the contribution of funds or anything of value on any public street shall not obstruct vehicular traffic or pedestrian traffic and shall fully comply with all local and State traffic regulations.
- (T) A statement by the applicant acknowledging that all persons engaged in the act of solicitation on a roadway shall be a minimum of seventeen (17) years of age and shall wear a high visibility vest at all times. The high visibility vest shall be provided by the soliciting organization and subject to Village approval. Further, said individual shall have readily visible on their person the Village of Willowbrook solicitation permit identification provided by the Chief of Police.
- (U) A statement by the applicant acknowledging that any solicitation on the roadway shall only be allowed where there is a center dividing median area separating vehicle travel lanes.
- (V) A statement by the applicant acknowledging that every solicitor engaged in soliciting on any real property owned by the Village or within the Village and the business or organization represented by the solicitor shall be liable for all injuries to any person or property that occurs during or as a result of such solicitation and which is casually related to an act of ordinary negligence of the solicitor or the business or organization the solicitor represents.
- (W) A statement by the applicant acknowledging that the solicitation permit approving its solicitation on a given intersection of a public street within the Village limits shall be restricted to one soliciting organization soliciting on the public streets within the Village at one time; and, that a solicitation permit approval list shall be determined by the order in which complete applications for the said certificates are filed with the Village.
- (X) A statement by the applicant acknowledging the following: 1) that all persons engaging in solicitation on its behalf are prohibited from engaging in any act of "aggressive

solicitation" as that term is defined in Section 3-13-5 (q) of this chapter; 2) that any person who commits an act of "aggressive solicitation" prohibited by this chapter shall be subject to a fine as provided in the general penalty provisions of Title I, Chapter 4, Section 1-4-1 of this Code.

- (Y) Felons as Solicitors: It shall be unlawful for any person or organization to utilize as a solicitor any person who has been convicted of a felony under the laws of the State of Illinois or any other state, or under the Federal law of the United States, within five (5) years of the date of the application. Every registrant pursuant to this chapter shall, as part of said registration application, stipulate that no individual employees, independent contractors, employees of independent contractors, volunteers or any other such person associated with the registrant is a convicted "sex offender" as defined by 730 Illinois Compiled Statutes 150/2 and as may similarly be applicable to any other law enforcement jurisdictions throughout the United States. Every registrant shall include the names, addresses and dates of birth for every person who will be working with them in the Village for the registered purpose and shall provide an affidavit certifying that such persons, including the registrant, have not been convicted of any felony, nor convicted on two (2) or more occasions of driving under the influence of alcohol or drugs. Such solicitation permit as is required in this chapter shall be updated whenever any change in such persons occurs for the registrant at any time during the registered year.
- (Z) Fraudulent Misrepresentation and Misstatement Prohibited: No person shall misrepresent his name, occupation, financial condition, social condition or residence, and no person shall make or perpetrate any other misstatement, deception or fraud, in connection with any charitable or commercial solicitation, or in any application or report filed under this chapter.

### **3-13-5 REGULATIONS APPLICABLE TO ALL SOLICITATION AND CANVASSING:**

- (A) Issuance: The chief of police shall issue a solicitation permit to an applicant within five (5) business days after its receipt , if, but only if, the chief of police finds and determines all of the following:
  - (1) The applicant has properly provided all information required by the chief of police and the application, the material statements made in the application are true, and the fee has been paid.
  - (2) The applicant has not been convicted within five (5) years immediately prior to the date of filing of the application of a felony under the laws of the state of Illinois, any other state, or the United States, or convicted of a misdemeanor for a crime involving moral turpitude or truth and veracity, under the laws of the State of Illinois, any other state, or the United States.
  - (3) The applicant has not had a village solicitation permit revoked or suspended within five (5) years immediately prior to the date of filing of the application.

(4) The applicant has not been convicted of violating any provision of this chapter, any provision of any previous village solicitation regulation, or any provisions of any local, state, or federal solicitation regulation within five (5) years immediately prior to the date of filing of the application.

Every person wishing to engage in charitable solicitation campaigns must make application for a solicitation permit with the Chief of Police or assigned designee fifteen (15) days prior to the initiation of said campaign. Upon the Chief of Police's issuance of a solicitation permit, all persons engaging in charitable solicitation shall have a copy of the said certificate visibly displayed on their persons at all times during such solicitation.

- (B) Denial: If the chief of police determines that the applicant has not met one or more of the conditions set forth in subsection (b) of this section, then the chief of police shall deny issuance of the solicitation permit, shall give the applicant a written notification and explanation of such denial, and return the solicitation permit fee. The chief of police's notice of denial shall be delivered in person or by first class U.S. mail, postage prepaid, addressed to the applicant's current residence address as set forth in the application. The solicitation permit shall be deemed denied on the day that the notice of denial is personally delivered or is placed in the U.S. mail as provided in this subsection. If the chief of police does not issue or deny the solicitation permit within five (5) business days after the chief of police receives the application, then the permit applied for shall be deemed to have been issued. The applicant may appeal the denial of a solicitation permit pursuant to the provisions of this chapter. solicitation
- (C) In cases of an application for commercial solicitation, the failure of an applicant to fulfill the requirements of this chapter shall be a basis for the denial of a solicitation permit by the Chief of Police. In addition, no solicitation permit for commercial solicitation shall be issued to any person who has been convicted of a felony under the laws of the State of Illinois or any other State or under the Federal law of the United States within five (5) years of the date of the application; nor to any person who has been convicted of a violation of any of the provisions of this chapter; nor to any person whose solicitation permit issued hereunder has previously been revoked as herein provided. In the event that any solicitation permit for commercial solicitation is denied for failure to comply with the requirements set forth hereinabove, the Chief of Police shall immediately notify the applicant in writing of the reasons for denial. If said application is not cured within ten (10) days after the date on which the Chief of Police denies the issuance of said solicitation permit, said application shall be null and void.
- (D) Form And Display Of Permit: A solicitation permit shall be issued by the chief of police and shall consist of a plastic enclosed pin on or clip-on card, approximately two inches by four inches (2" x 4") in size, containing the full facial photograph of the solicitor that was submitted with the application. The name of the solicitor and the business or organization the solicitor represents, if any, the date(s) solicitation shall occur under the permit, and the effective dates of the permit shall be printed on the solicitation permit in easily readable form. Solicitation permits also shall bear the name of the village, the signature of the chief of police or the chief of police's duly authorized designee, and the relevant permit application number. Each solicitor shall display the

permit in a conspicuous place on his or her person at all times while engaged in soliciting in a manner that allows it to be readily seen by other persons.

**3-13-5: REGULATIONS APPLICABLE TO ALL SOLICITATION AND CANVASSING:**

Any person owning, occupying and/or controlling any private property within the Village may post notice thereon indicating whether or not solicitors are invited at said premises. Except as otherwise provided elsewhere in this Chapter or below, all solicitors and canvassers shall comply with the following regulations:

- a) "No Solicitation" Notices: No person shall solicit or canvass at or in any premises that has posted on or near its principal entrance a sign bearing the words "No Trespassing", "No Peddlers", "No Solicitors", or any other similar notice indicating in any manner that the occupants of such premises desire not to be solicited or canvassed or to have their right to privacy disturbed, unless the occupants have specifically requested such solicitation or other contact. The chief of police or the chief of police's duly authorized designee may make available weatherproof cards bearing a notice of the type herein described for posting on or near the principal entrance to any premises.
- b) No Solicitation From Vehicles: No person shall solicit from a motorized vehicle at any time in any location within the village. Nothing in this Section or Chapter shall be construed to regulate mobile food service vendors who are not equipped with any sound making device and who serve food such as sandwiches and drinks such as coffee primarily to construction sites or commuters from a fixed location on private property for a limited amount of time each day. Such vendors are not considered to be solicitors under this Chapter but are subject to any other applicable Village ordinances or regulations related to their business activities.
- c) No Advertising Or Use Of Sound: No person shall advertise any solicitation at any time within the village by use of signs, sound, or any other method. Nor shall any person use music or any other sound when soliciting.
- d) Principal Approach And Entrance Only: Every solicitor or canvasser who goes from house to house shall approach a premises only by using the principal approach route thereto, and every such solicitor or canvasser shall attempt to make contact with the occupants thereof only at the principal entrance to such premises.
- e) Discontinuance On Request: No solicitor or canvasser shall solicit or canvass any person or premises at any time after any such person or the occupant of such premises requests that the solicitor or canvasser leave the premises or otherwise cease soliciting or canvassing.
- f) Hours When Solicitation Prohibited: Except as provided in subsection 56.06(c) of this chapter, it shall be unlawful for any person to engage in solicitation or canvassing in the Village of Willowbrook at any time prior to 9:00 a.m. or after 5:00 p.m. on

Monday through Saturday of each week, or at any time on Sunday or on a State holiday. In the case of Transient Merchants, to engage in business at any time prior to 9:00 a.m. or after 5:00 p.m. on any day. All solicitation shall be prohibited from November 1 through March 31 of each year.

- g) Immediate Identification: Every solicitor or canvasser who goes from house to house shall immediately identify himself or herself and the purpose of the solicitation or canvassing activity.
- h) Display Of Permit: Every solicitor who goes from house to house shall display the solicitation permit in a conspicuous place on his or her person at all times while engaged in soliciting in a manner that allows it to be readily seen by other persons.
- i) Impeding Traffic Prohibited: No person shall solicit anywhere in the village in a manner that completely or substantially impedes the flow of pedestrian or vehicular traffic in, on, or around any sidewalk or public property, way, or place. No person engaged in solicitation shall have the exclusive right to any sidewalk or other public property, way, or place, or the right to establish a permanent stationary location for such solicitation.
- j) Soliciting Rides Or Business On Public Rights Of Way: No person shall stand in a public right of way within the village for the purpose of soliciting a ride from the driver of any vehicle, or for the purpose of soliciting employment or business from the occupant of any vehicle.
- k) Fraud Or Misrepresentation: No person shall perpetrate a fraud or misrepresentation of any kind while engaged in solicitation or canvassing within the village.
- l) Public Health And Safety: No person shall engage in solicitation or canvassing within the village in such a manner that creates a danger or threat of any kind to the public health, safety, and welfare.
- m) Sufficiency Of Notice: The posting upon private property of the sign or card notices referenced hereinabove in accordance with the applicable requirements of this section shall constitute actual notification to all solicitors of the information conveyed thereupon by the person(s) owning, occupying and/or controlling said premises.
- n) Obedience To Notice on Premises: It shall be the duty of every solicitor or canvasser, upon going onto any premises in the Village, to first examine the notice provided for in section 3-13-7 of this chapter if any is attached and be governed by the statements contained on the notice. If the notice states "No Trespassing", "No Peddlers", "No Solicitors", or any other similar notice, then the solicitor or canvasser shall immediately and peacefully depart from the premises; if the notice states "No Trespassing", "No Peddlers", "No Solicitors", or any other similar notice, then the solicitor, whether registered or not, shall immediately and peacefully depart from the premises.

- o) Uninvited Soliciting Prohibited: It is hereby declared to be unlawful and shall constitute a public nuisance for any person to remain upon any premises and ring the doorbell upon or near any door, or create any sound in any other manner calculated to attract the attention of the owner or occupant of such premises for the purpose of securing an audience with the owner or occupant thereof, and engage in "solicitation" as herein defined in defiance of the notice exhibited at the premises in accordance with the provisions of section 3-13-7 of this chapter.
- p) Duty to Leave Premises on Request: Any solicitor who has gained entrance to any premises, whether invited or not, shall immediately and peacefully depart from the premises when requested to do so by the occupant.
- q) Aggressive Solicitation Prohibited:

(1) Definitions: For the purposes of this chapter the following definitions shall apply:

AGGRESSIVE SOLICITATION: Solicitation in a group of two (2) or more persons or solicitation accompanied by any of the following actions:

- a) Touching another person without that person's consent;
- b) Blocking the path of the person solicited or blocking that person's entrance to any building or vehicle;
- c) Continuing to solicit or to request a donation from a person after that person has refused an earlier request;
- d) Following or remaining alongside a person who walks away from the solicitor after being solicited;
- e) Remaining alongside a person's vehicle and continuing to solicit or request a donation after that person has refused an earlier request;
- f) Making any statement, gesture or other communication that would cause a reasonable person to feel threatened into making a donation; or
- g) Using profane or abusive language during the solicitation or following a refusal to make a donation.

SOLICITATION: Nothing in this section shall be construed to permit any loud and raucous noise currently prohibited by title 5, chapter 3 of this Code.

(A) Prohibitions: No person shall engage in aggressive solicitation. No person shall engage in solicitation when the person solicited is located:

1. Within twenty feet (20') of any automated teller machine (ATM) or entrance to a bank, other financial institution, or check cashing business; or

2. On private property, if the owner, tenant or occupant has asked the person not to solicit on the property or has posted a sign prohibiting soliciting.

### **3-13-6: CHARITABLE SOLICITATION ON PUBLIC RIGHTS OF WAY:**

Charitable solicitation on public rights of way within the village shall be allowed only if such charitable solicitation is conducted in strict compliance with all applicable provisions of this chapter, and only if such charitable solicitation also complies with the following regulations:

(a) Permit Required; Fee; Application Requirements: No person shall engage in charitable solicitation on any public right of way within the village without first having applied for and obtained a valid solicitation permit therefor pursuant to this chapter. Because solicitation on a public right of way does not involve door to door activities, such solicitation does not involve the same considerations related to public health, safety, and welfare as are raised by door-to-door solicitation. Accordingly, the application for a permit to solicit on a public right of way shall be made only by the charitable organization on behalf of all of the individuals who shall be soliciting. Such application shall include the names and addresses of all such individuals and shall conform to the requirements of this chapter. There shall be no fee for a permit for a charitable organization to solicit charitable contributions on a public right-of-way.

(b) Number of Permits Limited: Permits shall be issued on a first-come, first-serve basis and are limited to one permit per charitable organization. No more than one charitable organization shall engage in charitable solicitation on public rights of way within the village on any one day.

(c) Hours When Permitted: No person shall engage in charitable solicitation on any public right of way within the village at any time between the hours of six (6:00) P.M. or dusk, whichever is earlier, and nine (9:00) A.M. All solicitation shall be prohibited from November 1 through March 31.

(d) Locations: Charitable solicitation on public rights of way within the village shall be engaged in only at intersections with traffic control signal lights and only when traffic has come to a full and complete stop.

(e) Annual And Consecutive Days Limitations: No solicitor, or the business or organization represented by the solicitor, shall engage in charitable solicitation on public rights of way within the village on more than two (2) days within any one calendar year. A permit for two (2) consecutive days shall only be allowed if the charitable solicitation will be conducted on a Friday and Saturday.

(f) Minimum Age: No person younger than seventeen (17) years of age shall engage in charitable solicitation on any public right of way within the village.

(g) Protective Clothing: Every person engaged in charitable solicitation on any public right of way within the village shall wear a high visibility vest at all times while engaged in such solicitation.

(h) State Registration: Every business or organization represented by a solicitor engaged in charitable solicitation on any public right of way within the village shall be registered with the Illinois attorney general as a charitable organization pursuant to The Solicitation for Charity Act, 225 ILCS 460/0.01 et seq.

(i) Charitable Solicitation Financial Disclosure: The charitable organization shall distribute to every person solicited, a financial statement of said charitable organization for the preceding twelve (12) months which shall include a balance sheet and statement of income and expenses clearly stating forth the following: gross receipts and gross income from all sources broken down into total receipts and income from each separate solicitation project or source; cost of administration; cost of solicitation; cost of programs designed to inform or educate the public; funds or properties transferred out of the State, with explanation as to the recipient and purpose; total net income amount for each major purpose, charitable or otherwise. Statements shall be signed by the president or other authorized officer or agent and shall be accompanied by an opinion signed by an independent certified public accountant that said financial statement fairly represents the financial operation of the charitable organization.

A copy of the annual report to the Attorney General of Illinois required by 225 Illinois Compiled Statutes 460/4, may be presented in lieu of the aforementioned financial statement. For the purpose of financial statements, the definitions and standards applicable to the annual report to the Attorney General as set forth in said section 460/4 shall be utilized.

In the event a charitable organization has not been established for a period of twelve (12) months, a copy of the registration statement filed with the Attorney General of Illinois pursuant to 225 Illinois Compiled Statutes 460/2 may be utilized.

(j) Statewide Activity: Every business or organization represented by a solicitor engaged in charitable solicitation on any public right of way within the village shall be engaged in statewide fundraising activity.

(k) Liability: Every solicitor engaged in charitable solicitation on any public right of way within the village, and the business or organization represented by the solicitor, shall be liable for all injuries to any person or property that occur during or as a result of the solicitation that are causally related to an act of ordinary negligence of the solicitor or the business or organization the solicitor represents.

(l) Insurance: Before engaging in any charitable solicitation pursuant to this section, the solicitor shall provide to the chief of police a certificate of insurance issued by an insurance company licensed to do business in Illinois indicating that the insurance company will insure the solicitor and the business or organization represented by the solicitor against any injury to any person or property during the solicitation that is causally related to an act of ordinary negligence of the solicitor or of the business or organization represented by the solicitor. Such certificate of insurance shall name the village as an additional insured, shall state that the insurance policy shall not be amended

or canceled during the period of the permitted solicitation, and shall reflect that at least the following coverage has been provided:

(1) Personal injury coverage in an amount not less than one million dollars (\$1,000,000.00) per occurrence and five hundred thousand dollars (\$500,000.00) per person.

(2) Property damage coverage of at least one hundred thousand dollars (\$100,000.00).

**3-13-7: VIOLATIONS DECLARED TO BE NUISANCES:**

Every violation of any term, provision, condition, restriction, or duty stated in this chapter or in any solicitation permit issued pursuant thereto is hereby declared to be a public nuisance.

**3-13-8 EFFECTIVE PERIOD:**

Except as otherwise provided in this chapter, a solicitation permit issued pursuant to this chapter shall be valid for thirty (30) consecutive calendar days. An expiration date shall be printed on the face of each solicitation permit.

**3-13-9: REVOCATION:**

The chief of police shall immediately revoke any solicitation permit issued pursuant to this chapter if the chief of police determines that the solicitor is in violation of any of the provisions or requirements of this chapter or of the solicitation permit issued pursuant hereto, or if the solicitor made a false material statement in the application or otherwise becomes disqualified for the issuance of a solicitation permit under the terms of this chapter. Immediately after such revocation, the chief of police shall take custody of the solicitation permit. The chief of police shall give written notice of the revocation to the solicitor as soon as practicable thereafter, in the form of a citation that states the reason for the permit revocation, or such other form approved by the chief of police that clearly states the reason for such revocation. The chief of police shall serve the citation or other form of notice on the solicitor in person or by certified U.S. mail, return receipt requested, addressed to the residence address set forth in the solicitor's application. The permit shall become null and void immediately on service of the notice of revocation as provided in this section.

**3-13-10 APPEAL OF DENIAL OR REVOCATION:**

Any person aggrieved by the chief of police's denial or revocation of a solicitation permit shall have a right to appeal such decision to the village administrator as provided in this section. Within five (5) business days after service of the chief of police's notice of denial or revocation, the applicant or permit holder may make a written request for a hearing regarding the denial or revocation. The village administrator, after receipt of the written request for a hearing, shall set a time and date certain for such hearing within five business (5) days after such receipt. The village administrator shall give written notice of

such hearing to the applicant or permit holder at least three (3) business days in advance of the hearing date. At the hearing, the applicant or permit holder may present and submit evidence and witnesses to rebut the reasons cited by the chief of police for revoking or denying the permit. Within two (2) business days after the close of the hearing, the village administrator shall render a decision in writing. The village administrator may reinstate a revoked permit, grant the requested permit or a renewal thereof, or affirm the chief of police's decision. The action taken by the village administrator shall be final.

**3-13-11 CHANGE IN INFORMATION:**

During the pendency of an application for, or during the term of, any solicitation permit, the applicant or permit holder shall promptly notify the chief of police in writing of any change in any material information given by the applicant or permit holder in the application for such permit.

**3-13-12 ADMINISTRATIVE RECORD:**

The chief of police shall cause to be kept in the chief of police's office an accurate record of every solicitation permit application received and acted on, together with all other information and material pertaining thereto, and copies of all solicitation permits issued and revoked pursuant to this chapter. Permit applications shall be numbered in consecutive order as filed, and every permit issued pursuant to this chapter and any renewal thereof shall be identified with the number of the application upon which it was issued.

**3-13-13: PENALTY:**

(a) Penalty: Any person who violates, neglects or refuses to comply, or assists in the violation of, any of the provisions of this chapter, or of any order, solicitation permit, or notice issued pursuant hereto, shall be fined not more than seven hundred and fifty dollars (\$750.00) for each such violation. Each day such violation continues shall constitute a separate offense. The chief of police shall give written notice to any such person of any such violation by serving a citation in person or by certified U.S. mail, return receipt requested.

(b) Payment Without Prosecution: Within ten (10) days after the date of the citation, any person served with a citation issued by the chief of police pursuant to subsection (a) of this section may avoid prosecution for the violation(s) identified in the citation by surrendering the citation to the chief of police and by paying at the same time to the Village of Willowbrook a fine in the sum of fifty dollars (\$50.00).

**3-13-14: NO LIMITATION OF FREE SPEECH RIGHTS:**

Nothing in this chapter shall be construed or enforced so as to restrict the rights guaranteed by the First Amendment of the Constitution of the United States of America, article I of the Constitution of the State of Illinois, or any Federal or State law protecting the right to freedom of speech or freedom of religion. Nothing in this chapter shall prohibit religious organizations or individuals from religious proselytizing or political

organizations or individuals from soliciting contributions for elected public offices or referendum questions to be submitted to the voters, as authorized by Article 9 of the Illinois Election Code (10 ILCS 5/9-1.1, *et seq.*), or otherwise engaging in political activities related to specific individuals, issues, political parties or political action groups.”

**SECTION 2.** Any Ordinance or portion or any ordinance in conflict with the provisions of their ordinances is hereby repealed solely to the extent of such conflict.

**SECTION 3.** This Ordinance shall be in full force ten (10) days after its passage, approval and publication in the matter provided by law.

PASSED and APPROVED this 26<sup>th</sup> day of April, 2021 by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

A Resolution Approving and Accepting a Proposal and Authorizing the Village Administrator to Execute an Agreement with Robert Half International, Inc ("Accountemps") to Provide Temporary Staffing Services to the Village of Willowbrook

**AGENDA NO. 9.**

**AGENDA DATE: 4/26/21**

**STAFF REVIEW:** Sean Halloran, Assistant Village Administrator      SIGNATURE: \_\_\_\_\_

**LEGAL REVIEW:** Thomas Bastian, Village Attorney      SIGNATURE: \_\_\_\_\_

**RECOMMENDED BY:** Brian Pabst, Village Administrator      SIGNATURE: \_\_\_\_\_

**REVIEWED & APPROVED BY COMMITTEE:**      YES       NO       N/A

### ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)

The attached Agreement provides terms for temporary staffing employment between Robert Half and the Village.

### ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

The FY 20/21 approved budget includes the position of a full-time secretary for Village Hall. After reviewing the current demands and needs of the Village, staff is recommending a part-time secretary who will assist with routine administrative work, including but not limited to policy research, writing minutes, scanning documents, collecting surveys, assisting with projects, and customer assistance. Staff is expecting this position to work 20 hours on average.

Per the agreement, the employee will remain an independent contractor, and Robert Half will provide all compensation, worker's compensation provisions, and employee benefits.

### ACTION PROPOSED:

Adopt the Resolution.

# RH Customer Agreement for Temporary Services

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This RH Customer Agreement for Temporary Services (the "Agreement") governs transactions by which you retain the Services of Robert Half International Inc., doing business through its divisions Accountemps and OfficeTeam ("RH"), to assist **Village of Willowbrook** ("you" or "your") in meeting its staffing needs.

## Part 1 - General

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### 1.1 Definitions

"Assigned Individual" means the individual assigned to you by RH.

"Branch" means the RH branch located at the address identified under the Robert Half International Inc. signature line of this Agreement.

"Services" means the provision of services by the Assigned Individual to you.

### 1.2 Agreement Structure

Additional terms for the Services are included in Exhibit A, which are attached to this Agreement. RH also provides additional terms for Services in job arrangement letters which are also part of this Agreement. All transactions under this Agreement will have a job arrangement letter, which will be sent to you when RH provides Services to you. In order to initiate Services, you will provide RH with notice (e.g., via telephone, e-mail, facsimile or mail) describing the Services you need in reasonable detail. RH will promptly reply to such request and indicate whether RH will or will not provide the requested Services. If RH elects to provide the requested Services, RH will send you a job arrangement letter.

If there is a conflict among the terms in the various documents, those of this Agreement prevail over those of a job arrangement letter.

You accept the terms in a job arrangement letter by your approval of the Assigned Individual's weekly timesheet or electronic time record.

Services become subject to this Agreement when RH accepts your order by 1) sending you a job arrangement letter, or 2) providing the Services.

### 1.3 Charges and Payment

Amounts are due and payable as RH specifies in Exhibit A, including the fees payable for directly hiring Assigned Individuals and the fees payable if an Assigned Individual works overtime, e.g., in excess of 40 hours per week. You agree to pay accordingly, including any late payment fee.

### 1.4 Changes to the Agreement Terms

For a change to be valid, both parties must sign it. Additional or different terms in any written communication from you (such as a purchase order) are void.

### 1.5 Limitation of Liability

Circumstances may arise where, because of a default on RH's part or other liability, you are entitled to recover damages from RH. Regardless of the basis on which you are entitled to claim damages from RH (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), RH's liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid to RH for the Services that are the subject of the claim. It is understood that you are responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for your company and RH shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures.

#### Items for Which RH is Not Liable

Under no circumstances is RH liable for any special, incidental, exemplary, indirect, or consequential damages (including, but not limited to, lost business, profits, revenue, goodwill, or anticipated savings), even if informed of the possibility.

### 1.6 General Principles of Our Relationship

- a. Each party will maintain workers' compensation insurance and commercial liability insurance.
- b. RH will be responsible, to the extent applicable, for any workers' compensation insurance, federal, state and local withholding and unemployment taxes, social security, state disability insurance or other payroll charges for the Assigned Individuals.
- c. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

### 1.7 Agreement Term

This Agreement will continue for a period of one year after the last date listed below, unless terminated earlier. Either party may terminate this Agreement on thirty days' written notice to the other.

Either party may terminate this Agreement if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply.

Any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled, including the payment obligations set forth in Section 1.3 above, and apply to each party's respective successors and assignees.

## 1.8 Warranties

EXCEPT AS SET FORTH IN EXHIBIT A, RH MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

## Part 2 - Services

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### 2.1 Pre-Assignment Screening

To the extent permitted by applicable law, RH will have a third party vendor (a) perform a seven-year criminal background investigation by having the third party perform a search of its private database of U.S. national criminal records searching for felony convictions and misdemeanor convictions for crimes of dishonesty. You understand and agree that the third party vendor's database of U.S. national criminal records (i) is maintained by the third party vendor and not a governmental entity, (ii) is an incomplete aggregation of criminal records, and (iii) will not reveal or identify all criminal convictions; and (b) perform a five-panel urine drug screen on Assigned Individual, unless Assigned Individual or the placement is located in New York City or the state of Nevada, in which case RH will not screen for marijuana use in accordance with applicable laws. If any of the checks are not possible to complete due to delays and/or unavailability of one or more sources, you acknowledge that the checks will not be completed for the Assigned Individual in time for his or her start date due to such delays or unavailability of sources. You will permit the Assigned Individual to start a temporary assignment with you on the start date while attempting to complete the checks. You will hold RH harmless for any liability for having RH's Assigned Individual start prior to the completion of the checks. If you request a copy of the results of any checks conducted on RH's Assigned Individuals, you agree to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

### 2.2 Scope of Assignment

You shall supervise Assigned Individuals providing services to you. You shall not permit or require Assigned Individuals (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any management decisions; or unless otherwise agreed in writing by RH, you will not permit our Assigned Individual to use computers or other electronic devices, software, services, tools, e-mail accounts or network equipment owned or licensed by Assigned Individual.

### 2.3 Cash Handling and Other Financial Transactions and Activities

Since RH is not a professional accounting firm, you agree that you will not permit or require an Assigned Individual (a) to render an opinion on behalf of RH or on your behalf regarding financial statements; (b) to sign the name of RH on any document; or (c) to sign their own names on financial statements or tax returns. If you permit or allow our Assigned Individual to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, or conduct financial transactions or other related activities, you accept sole responsibility for all claims, demands and liability that may arise from permitting these activities. You represent and warrant that to the extent you permit or allow an Assigned Individual to engage in the activities described in this paragraph, you will not permit or allow the Assigned Individual to handle more than (i) \$1,000 per day if you are a non-profit entity, or (ii) \$25,000 per day if you are a for-profit entity.

### 2.4 Workplace Safety

You agree that you have full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to your business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, our Assigned Individual working on your premises. To ensure the safety of potentially vulnerable individuals on your premises, you agree not to permit our Assigned Individuals to have unsupervised or unmonitored contact with (1) minors or (2) adults who are under your care, custody or supervision because of mental health impairments. If any assignment under this Agreement is for work to be performed under a government contract or subcontract, you will notify RH immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if RH is legally required to initiate E-Verify verification procedures for any Assigned Individuals. RH reserves the right to re-assign any Assigned Individuals.

### 2.5 Operation of Vehicles and Equipment

We do not authorize our Assigned Individuals to operate machinery (other than office machines) or vehicles. If you wish to permit our Assigned Individuals to drive for business purposes, you accept sole responsibility for all liability, damages, injuries or other claims that may arise or be incurred as a result of such driving. If you require our Assigned Individuals to drive a vehicle owned by you or by a your employee, you agree to maintain such vehicle in good working condition and maintain all necessary and appropriate insurance for the operation of such vehicle. Under no circumstances will you permit our Assigned Individuals to: (i) make bank deposits; (ii) carry cash in excess of \$100, negotiable instruments or other valuables while driving; or (iii) have passengers in the vehicle. It is agreed that you accept full responsibility for, and that we do not maintain insurance to cover any injury, damage, or loss that may result from your failure to comply with the foregoing.

### 2.6 Remote Work

You may request that an Assigned Individual provide services to you remotely (i.e., from a location other than your or your customer's premises) using a laptop and/or other computer or telecommunications equipment provided by you or RH (collectively, the "Equipment"). In such case, you acknowledge and agree that RH shall have no control over (i) the

logical or physical performance, reliability or security of the Equipment or related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by the Assigned Individual, or (ii) the security or integrity of, nor be responsible for backing up, the data and other information stored therein or transmitted thereby. Moreover, you must not permit an Assigned Individual (i) use RH Equipment while on your premises or the premises of your customer, or (ii) to save or store any of your files or other data on RH Equipment nor on any software, services or tools provided by RH (including, but not limited to, any virtual desktop infrastructure solution). You agree that RH shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.

## 2.7 Claims

You hereby agree to waive all claims against Robert Half International Inc. and its subsidiaries, divisions and affiliates, including their respective employees, officers and directors (individually and together, "Robert Half") and to defend and indemnify Robert Half against any claim, demand or liability arising from your failure to comply with the terms of this Agreement, including, but not limited to, claims arising from any damage to goods, materials or other items. You agree to be responsible for reporting any claim to RH in writing during or within ninety (90) days after the termination of the applicable assignment. RH will not be responsible for any claim related to the engagement, including, but not limited to, any Services performed during such engagement, unless you have reported such claim in writing to RH within ninety (90) days after termination of the applicable assignment.

## 2.8 Confidentiality

The Assigned Individuals will execute any confidentiality agreement that you may require. You agree to be responsible for obtaining the Assigned Individual's signature. You agree to hold in confidence the identity of any Assigned Individual and the Assigned Individual's resume, social security number and other legally protected personal information, and you agree to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

This Agreement is only applicable to, and the only Robert Half divisions and branch obligated under this Agreement are, the Accountemps and OfficeTeam divisions of the Branch. This Agreement and the job arrangement letter(s) are the complete agreement regarding these transactions, and replace any prior oral or written communications between the Branch and you regarding these transactions.

By signing below, both parties agree to the terms of this Agreement. Once signed, 1) any reproduction of this Agreement or job arrangement letter made by reliable means (for example, photocopy or facsimile) is considered an original and 2) all Services ordered under this Agreement are subject to it.

Agreed to:  
**Village of Willowbrook**

Agreed to:  
**Robert Half International Inc.**

By \_\_\_\_\_  
Authorized signature

By \_\_\_\_\_  
Authorized signature

Name (type or print):

Name (type or print): Michelle Reisdorf

Date:

Date:

Customer address: 7760 Quincy, Willowbrook, IL 60521

Branch address: 2 Mid America Plaza, Suite 1000,  
Oakbrook Terrace, IL 60181

*After signing, please return a copy of this Agreement to the RH "Branch address" shown above.*

## Exhibit A

Assigned Individuals are assigned to you under the following additional terms:

1. **Guarantee** - RH guarantees your satisfaction with the Services of the Assigned Individual by extending to you a one-day (8 hours) guarantee period. If, for any reason, you are dissatisfied with the Assigned Individual, RH will not charge for the first eight hours worked, provided that you allow RH to replace Assigned Individual. Unless you contact RH before the end of the first eight hours guarantee period, you agree that the Assigned Individual is satisfactory.
2. **Bill Rates and Time Sheet** - Hourly rates for all assignments will be agreed on a case-by-case basis. Assigned Individuals will present a time sheet or an electronic time record to you or your representative for verification and approval at the end of each week. RH will bill you weekly for the total hours worked; RH's invoices are due within thirty (30) days of receipt, including applicable sales and service taxes all of which are payable by you. In the event that you fail to pay the invoices when due, you agree to pay all of RH's costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, RH may, at its option, charge interest on any overdue amounts at a rate of the lesser of 1½% per month or the highest rate allowed by applicable law from the date the amount first became due. RH may charge you a technology fee for the provision of equipment or technology, if you request that an Assigned Individual use equipment or technology provided by us. RH may also increase its rates to reflect increases in our own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefits or other costs. RH will provide written or verbal notice of technology fees and/or increase in its rates. Any increase in RH rates will be prospective, starting as of the effective date RH specifies in the notice.
3. **Overtime** - If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.
4. **Hiring the Person Referred to You** - After you evaluate the performance and potential of an Assigned Individual on the job, you may wish to employ this person directly. In such event, you agree to pay a conversion fee. The conversion fee is payable if you hire an Assigned Individual, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. You also agree to pay a conversion fee if an Assigned Individual is hired by (i) a subsidiary or other related company or business as a result of your referral of the Assigned Individual to that company or (ii) one of your customers as a result of the Assigned Individual providing services to that customer.

The conversion fee will be owed and invoiced upon your hiring of the Assigned Individual, and payment is due upon receipt of the invoice. The same calculation will be used if you convert the Assigned Individual on a part-time basis using the full-time equivalent salary.

The conversion fee will equal thirty-five percent (35%) of the Assigned Individual's aggregate annual compensation, including bonuses.

**RESOLUTION NO. 21 R-\_\_\_\_\_**

**A RESOLUTION APPROVING AND ACCEPTING A PROPOSAL AND  
AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE AN  
AGREEMENT WITH ROBERT HALF INTERNATIONAL, INC.  
("ACCOMTEMP") TO PROVIDE TEMPORARY STAFFING  
SERVICES TO THE VILLAGE OF WILLOWBROOK**

**WHEREAS**, the Village has sought proposals for professional temporary staffing services; and

**WHEREAS**, the Village has received an acceptable proposal from Robert Half International, Inc. ("Accountemps") to provide professional staffing to the Village on a temporary basis; and

**WHEREAS**, the corporate authorities of the Village have determined that it is necessary and in the best interest of the Village to enter into an agreement with Robert Half International, Inc. to provide temporary staffing services to the Village upon the terms and conditions of that certain agreement and Exhibit "A" attached to the agreement, all of which are attached hereto and made a part hereof.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook DuPage County, Illinois, that the proposal of Robert Half International, Inc. to provide professional, temporary services to the Village as set forth in the proposal attached hereto as Exhibit "A", which is, by this reference, expressly incorporated herein, is hereby accepted.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**BE IT FURTHER RESOLVED** that the Village Administrator is hereby directed to execute, on behalf of the Village, that certain agreement with Robert Half International, Inc.

PASSED and APPROVED this 26<sup>th</sup> day of April, 2021 by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**EXHIBIT "A"**

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, AN EMPLOYMENT AGREEMENT WITH ROBERT SCHALLER FOR THE EMPLOYMENT POSITION OF CHIEF OF POLICE OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

**AGENDA NO. 12**

**AGENDA DATE: 4/26/21**

**STAFF REVIEW:** Brian Pabst, Village Administrator

SIGNATURE: \_\_\_\_\_

**LEGAL REVIEW:** Thomas Bastian, Village Attorney

SIGNATURE: \_\_\_\_\_

**RECOMMENDED BY:** Frank A. Trilla, Mayor

SIGNATURE: \_\_\_\_\_

**REVIEWED & APPROVED BY COMMITTEE:** YES  NO  N/A

### ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)

The attached Agreement provides terms for employment between Robert R. Schaller and the Village to serve in the capacity of Chief of Police.

### ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

The attached Agreement contains the same general language as the prior agreement that was approved by the Board back in March 2018, with the exception of the following areas:

1. Section Three: TERMINATION AND SEVERANCE – severance pay was increased from 3 months to 12 months (2 weeks for every year worked in the Village of Willowbrook)
2. Section Two: SALARY – subsequent pay raises for term of the contract as indicated on the “employee pay plan” adopted by the Mayor and Board of Trustees in October 2020
3. Section Six: AUTOMOBILE: - language allowing use of Village vehicle outside of State of Illinois limited to bordering states up to 75 miles outside the geographical limitations of Illinois.
4. Section Seven: EMPLOYEE’S EXPENSES: - Clothing allowance stipend in the amount of \$900.00
5. Section Eleven: VACATION & SICK LEAVE: - vacation increased from 25 days to 30 days plus 1 additional day of vacation for every year of service over 25 years.
6. Section Thirteen: GENERAL PROVISIONS: - language added that no reduction of benefits shall apply unless to the extent that such reduction is evenly applied across-the-board for all employees.

### ACTION PROPOSED:

Adopt the Resolution.

**RESOLUTION NO. 21-R-\_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, AN EMPLOYMENT AGREEMENT WITH ROBERT SCHALLER FOR THE EMPLOYMENT POSITION OF CHIEF OF POLICE OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

**BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the employment agreement by and between the Village of Willowbrook and Robert Schaller for the employment position of Chief of Police is hereby approved. A copy of said agreement is attached hereto as Exhibit "A" and made a part hereof.

**BE IT FURTHER RESOLVED** that the Village Mayor is authorized to execute said agreement and the Village Clerk is directed to attest to said signature.

PASSED and APPROVED this 26<sup>th</sup> day of April, 2021 by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**EMPLOYMENT AGREEMENT**

**THIS AGREEMENT**, made and entered into effective as of the 26<sup>th</sup> day of April, 2021, by and between the VILLAGE OF WILLOWBROOK, an Illinois municipal corporation (sometimes hereinafter referred to as the “VILLAGE”) and ROBERT R. SCHALLER, a sworn member of the Willowbrook Police Department (sometimes hereinafter referred to as the “EMPLOYEE”):

**WITNESSETH:**

**WHEREAS**, the VILLAGE, to the extent permitted by law, desires to employ the services of EMPLOYEE as the Chief of Police of the VILLAGE, as such position is provided for by the Village Code of the Village of Willowbrook; and,

**WHEREAS**, it is the desire of the VILLAGE to provide certain benefits, to establish certain conditions of employment and to set working conditions of said EMPLOYEE as the Chief of Police; and,

**WHEREAS**, the purposes of this Agreement are:

1. To secure and retain the services of EMPLOYEE and to provide inducement for him to remain in such employment;
2. To make possible full work productivity by assuring EMPLOYEE’S morale and peace of mind with respect to future security;
3. To act as a deterrent against malfeasance or dishonesty for personal gain on the part of the EMPLOYEE;
4. To provide a just means of terminating EMPLOYEE’S services with or without cause as the VILLAGE may desire; and,

**WHEREAS,** EMPLOYEE desires to be employed as Chief of Police of the VILLAGE upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE,** in consideration of the foregoing recitals and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate, the parties hereto agree as follows:

**SECTION ONE: EMPLOYMENT:** Subject to the terms of this Agreement, the VILLAGE agrees to appoint the EMPLOYEE, a sworn member of the Willowbrook Police Department, to the office of Chief of Police of the VILLAGE to perform the functions and duties of said office in accordance with the Village Code of the Village of Willowbrook and any other ordinances, resolutions, rules and regulations, policies of the VILLAGE, and professional codes of ethics in effect as of the effective date of this Agreement, and those hereafter adopted or instituted by the VILLAGE as the case may be, pertaining to the duties and responsibilities of the Chief of Police. The EMPLOYEE shall periodically attend such meetings and make such written and oral reports and recommendations as the Mayor, Village Board or Village Administrator may require. The Chief of Police shall report to and follow such directions as the Mayor or Village Administrator may from time to time provide. The Chief of Police is expected to maintain regular office hours, which shall generally follow those hours when the Village Hall is open to the public. In addition, the Chief of Police shall be required to attend the regular and special meetings of the Village Board, with the exception of vacations or other unforeseen circumstances (*e.g.*, illness). It is recognized that the Chief of Police must devote time outside the normal office hours to the business of the Village, and to that end, the Chief of Police shall be employed as a salaried, FLSA-exempt employee.

The Chief of Police agrees to perform whatever duties are required to sufficiently carry out those duties outside the normal working hours. The Chief of Police shall maintain regular office hours as may from time to time be approved by the Mayor or Village Administrator.

**SECTION TWO: INDEMNIFICATION:** The Village through its insurance carrier, shall defend, save, hold harmless and indemnify the Chief of Police Chief against any professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of the Chief of Police's duties as Chief of Police, and shall continue beyond Employee's service to the Employer for any claim that arose during the Chief of Police's tenure, in accordance with and limited by applicable law. The Village may compromise and settle any such claim to suit and pay the amount of any settlement or judgment rendered thereon. The foregoing notwithstanding any such indemnity, hold harmless or defense of such claim or legal action shall not extend to intentional or willful and wanton actions by or on the part of the Chief of Police.

**SECTION THREE: TERM, EXTENSION & REVERSION:** The term of this Agreement shall commence effective as of May 10, 2021 and shall terminate on the last day of the term of the incumbent Village Mayor unless sooner terminated by operation of law or as otherwise provided for in this Agreement. Notwithstanding the conclusion of the said term of employment solely by reason of the expiration of the incumbent Village Mayor's full term of office, the parties hereby agree that the said term of employment hereunder may, by an executed, written Addendum to this Agreement, be extended for one additional period not to exceed sixty (60) calendar days to allow for their possible execution of a new Employment Agreement, during this time compensation

and benefits will remain in full effect. In the event that no such new Agreement is reached and entered into by the parties within said additional period, then the VILLAGE'S employment of the EMPLOYEE as its Chief of Police shall, without more, cease and terminate; *provided*, that should the EMPLOYEE hereafter voluntarily resign, be terminated by the VILLAGE *without cause*, or be otherwise terminated by the VILLAGE solely by reason of the expiration of the term of this Agreement prior to having obtained eligibility to retire on pension, he shall then, if he so desires, revert to, and be established in, the Sergeant rank and, thereafter, he shall be entitled to all the benefits and emoluments of such prior rank without regard to whether a vacancy then exists in such rank; and, *provided further*, that should the EMPLOYEE hereafter be terminated by the VILLAGE *with cause*, for the commission of such acts or omissions as would justify his termination as a sworn police officer under Illinois common law or statutory law, he shall then forfeit his position as Chief of Police, together with any rights or privileges attendant thereto, including the right to revert to the Sergeant rank.

**SECTION FOUR: TERMINATION AND SEVERANCE PAY:**

A. It is expressly understood and agreed that the employment status of EMPLOYEE is not subject to the jurisdiction of Title 12, Chapter 2, of the Village Code of the Village of Willowbrook and it is further expressly understood and agreed that the employment status of EMPLOYEE is not subject to the jurisdiction of the Board of Police Commissioners of the Village of Willowbrook.

B. Notwithstanding any provision in this Agreement to the contrary, the VILLAGE shall have the absolute right to terminate the services of the EMPLOYEE with or without cause at any time and for any reason whatsoever, and without any due process

hearing that might be required by law or otherwise, subject only to subparagraph C of this Section Three.

For the purposes of this paragraph B, the following events shall be deemed to be a termination of the services of the EMPLOYEE on the day of such occurrence:

1. Should the VILLAGE expressly terminate or otherwise remove the EMPLOYEE from his position or substantially all of his responsibilities of Chief of Police;
2. Should the VILLAGE, without the EMPLOYEE'S consent, at any time during the term of this Agreement, reduce the salary or other financial benefits of the EMPLOYEE in a greater percentage than that applicable across the board for all VILLAGE employees;
3. Should the VILLAGE, upon the written demand of the EMPLOYEE, fail or refuse to comply with any terms of this Agreement; or,
4. Should the EMPLOYEE resign following a recommendation by the corporate authorities that he resign.
5. Should the VILLAGE fail to execute an Extension Addendum to this Agreement and a new Employment Agreement following the expiration of the incumbent President's full term of office in accordance with the terms, conditions and provisions of SECTION TWO hereinabove.

Unless the EMPLOYEE is terminated **“with cause”**, he shall have the right, if he so elects, to revert to the rank of Sergeant. In the event of such a **“with cause”**

termination, “**cause**” shall be for all such acts or omissions of the EMPLOYEE as would justify his termination as a sworn police officer under Illinois common law.

C. If the EMPLOYEE is terminated by the VILLAGE pursuant to the provisions of subparagraph B above and he elects not to revert to the rank of Sergeant, the VILLAGE agrees to pay EMPLOYEE as severance pay, within thirty (30) days of termination, a lump sum cash payment equal to twelve months (12) of the EMPLOYEE’S annual salary at the time of termination. In addition, the VILLAGE agrees to maintain, in full force and effect and to the extent permitted by law, all benefits identified in Sections Nine for a period of six (6) months from and after the date of termination. Alternatively, should the EMPLOYEE elect to revert to the rank of Sergeant following his termination by the VILLAGE pursuant to the provisions of subparagraph B above, the VILLAGE shall not be obligated to pay the said severance pay and benefits otherwise provided for herein.

Notwithstanding the foregoing, the VILLAGE shall also not be obligated to pay the severance pay and severance benefits provided for herein if any such termination is preceded by six (6) months prior written notice to the EMPLOYEE by the VILLAGE. The severance and benefit provisions of this subparagraph C do not apply should the Mayor and Board of Trustees elect not to renew this Agreement.

D. Notwithstanding the provisions contained in subparagraphs B and C above, the Mayor and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should the EMPLOYEE abandon his position. The term “abandon” shall, for purposes of this subparagraph, mean actions by the EMPLOYEE evidencing his

voluntary, intentional relinquishment of the position. The term “abandon” shall not mean the EMPLOYEE’S:

- Inability to perform the duties and responsibilities of his position due to illness or injury
- Refusal to take any action or perform any duty or responsibility of his position due to his good faith belief that doing so would violate a legal, moral or ethical obligation
- Unauthorized or unexcused absence from Village Hall, unless such absence exceeds three (3) consecutive days

In addition, this subparagraph is not intended to authorize the termination of the EMPLOYEE due to personality conflict or differences in management style or philosophy. In the event of termination pursuant to this subparagraph D, the VILLAGE shall not be obliged to pay the severance pay nor provide the severance benefits provided herein; additionally, the EMPLOYEE, having abandoned his office, shall have no right to revert to the Sergeant rank.

E. Notwithstanding the provisions contained in subparagraphs B and C above, the Mayor and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should the EMPLOYEE be convicted of an illegal act involving personal gain to himself or otherwise, if, in the opinion of the VILLAGE, such conviction would have an adverse effect upon the VILLAGE. In the event of such a termination, the VILLAGE shall not be obliged to pay the severance pay nor provide the benefits provided herein; further, the EMPLOYEE, having been so convicted, shall have no right to revert to the Sergeant rank.

In the event the EMPLOYEE shall be indicted or arrested for the violation of any criminal law or statute which, in the opinion of the Mayor and Board of Trustees of the VILLAGE, would reflect unfavorably upon said VILLAGE, or in any way interfere with his ability to discharge the duties of his position, then the VILLAGE may request and, upon such a request, the EMPLOYEE shall accept a leave of absence without pay pending a final determination of the criminal charges brought against said EMPLOYEE. Should the EMPLOYEE be cleared of all wrongdoing in connection therewith, he shall be restored to his position and all amounts of pay withheld shall be promptly paid to him. Should the EMPLOYEE plead or be found guilty of any such violation, or should any such violation be dismissed or otherwise compromised in consideration for testimony or other evidence, then he shall forfeit his position as the Chief of Police of the VILLAGE OF WILLOWBROOK together with any right or privilege attendant thereto, including the forfeiture of any back pay which may have been withheld subsequent to his indictment or arrest and including the forfeiture of the right to revert to the rank of Sergeant.

F. Notwithstanding any provision in this Agreement to the contrary, the EMPLOYEE shall have the right to voluntarily resign any time from his position with the VILLAGE. In the event EMPLOYEE voluntarily resigns from his position with the VILLAGE before the expiration of this Agreement, the EMPLOYEE shall give the VILLAGE thirty (30) days prior written notice of his intent to resign. Further, having voluntarily resigned, the EMPLOYEE shall not be entitled to severance pay or severance benefits as set forth in subparagraph C above but he can elect to revert to his prior rank.

G. Notwithstanding the provisions contained in subparagraphs B and C above, the Mayor and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should any complaint of sexual harassment filed against the EMPLOYEE during the term of this Agreement be substantiated by the Village Board.

In the event of such termination, the VILLAGE shall not be obligated to pay the severance pay nor provide the benefits provided in this Agreement; further, in such an event, the EMPLOYEE shall have no right to revert to the rank of Sergeant.

H. The EMPLOYEE expressly waives any rights to a due process hearing with respect to any termination or other disciplinary action, whether required by law or otherwise, including those provided by the Village Code.

I. The EMPLOYEE acknowledges that he has had the opportunity to review the terms of this Agreement with an attorney of his own choosing, prior to the execution of this Agreement.

**SECTION FIVE: SALARY:** The VILLAGE agrees to pay EMPLOYEE for services rendered pursuant to this Agreement an annual base salary consistent with the following schedule:

MAY1, 2021 – ONE HUNDRED FORTY-NINE THOUSAND ONE HUNDRED FORTY (\$149,140.00)

MAY 1, 2022 – ONE HUNDRED FIFTY-FIVE THOUSAND SIX HUNDRED TWENTY-FIVE (\$155,625.00)

MAY 1, 2023 – ONE HUNDRED SIXTY-TWO THOUSAND ONE HUNDRED NINE (\$162,109.00)

MAY 1, 2024 – ONE HUNDRED SIXTY EIGHT THOUSAND FIVE HUNDRED NINETY THREE ( \$168,593.0)

per year, payable in installments at the same pay periods other employees of the VILLAGE are paid, in accordance with the salary guidelines adopted by the Mayor and Board of Trustees.

**SECTION SIX: EXTENT OF SERVICES - OUTSIDE ACTIVITIES:**

EMPLOYEE shall devote his entire time, attention and energies to the VILLAGE’S business and shall not during the term of this Agreement be engaged in any other business, teaching or consulting activity whether or not such activity is pursued for gain, profit or other pecuniary advantage, without the expressed prior approval of the Village Mayor.

**SECTION SEVEN: AUTOMOBILE:** EMPLOYEE’S duties require that he shall have the exclusive and unrestricted use at all time during his employment with the VILLAGE of an automobile which shall be provided to him by the VILLAGE. The automobile shall be used for travel to and from the Police Chief’s residence and the Village, for VILLAGE related business, and within the scope of the police chief’s duties and as may otherwise be consistent with the Village’s “Personnel Manual. The particular vehicle to be made available to the EMPLOYEE shall be within the discretion of the Village Mayor.

The VILLAGE shall be responsible for paying for liability, property damage and comprehensive insurance, as well as for the purchase, operation, maintenance, repair and regular replacement of said automobile.

**SECTION EIGHT: EMPLOYEE'S EXPENSES:** The VILLAGE shall annually appropriate and budget an amount of money for the purpose of defraying the hereinafter itemized expenses of the Chief of Police, including but not limited to, business expenses, professional dues and subscriptions, educational expenses, travel expenses, registration fees, lodging and meals, etc., consistent with the rules and regulations contained in the VILLAGE'S "Personnel Manual". In addition, the VILLAGE agrees to provide EMPLOYEE with an annual clothing stipend in the amount of Nine Hundred Dollars (\$900.00) to be issued within the first 30 days of each new fiscal year,

**SECTION NINE: BENEFITS:** The VILLAGE agrees to provide EMPLOYEE and his dependents all benefits on the same basis and to the same extent such benefits are enjoyed by all other management personnel of the Village of Willowbrook, including, but not limited to, insurance (life, accident and sickness disability income benefits, major medical and dependents coverage, hospitalization, surgical and comprehensive medical, etc.), sick leave, compensatory time, vacation leave, etc., consistent with the policies established by the VILLAGE in its "Personnel Manual".

**SECTION TEN: PERFORMANCE EVALUATION:** The Village Mayor shall establish an annual goal setting session and an annual evaluation session consistent with the "Personnel Evaluation Handbook" adopted by the Mayor and Board of Trustees.

**SECTION ELEVEN: RETIREMENT:** The EMPLOYEE is a member of the Willowbrook Police Officers Pension Fund. Contributions will continue during term of employment of the EMPLOYEE by the VILLAGE as provided by law.

**SECTION TWELVE: VACATION & SICK LEAVE:** EMPLOYEE shall be entitled to all vacation and sick leave as provided for by the "Personnel Manual" of the

VILLAGE OF WILLOWBROOK. The CHIEF OF POLICE shall be entitled to vacation with pay based as follows:

25 years of service - 30 working days plus 1 additional day for each year of service thereafter.

Vacation is computed on completed years of service effective the anniversary date of hire of any given year.

**SECTION THIRTEEN: RESIDENCY:** It is hereby acknowledged that the EMPLOYEE currently resides in  The VILLAGE expressly acknowledges that EMPLOYEE'S current residence is of such proximity to the VILLAGE that the EMPLOYEE can adequately perform all the duties of his office. During the term of this Agreement and any extensions thereof, the VILLAGE agrees that the EMPLOYEE'S current residence shall be deemed to satisfy any future residency requirements that the VILLAGE may adopt.

Notwithstanding the foregoing, the EMPLOYEE agrees not to relocate his permanent residence a further distance from the corporate limits of the VILLAGE OF WILLOWBROOK than his current residence in  without the approval of the Village Mayor.

**SECTION FOURTEEN: GENERAL PROVISIONS:**

A. This Agreement sets forth the entire understanding of the parties and may only be amended, modified or terminated by a written instrument signed by the parties except as herein otherwise provided.

B. The EMPLOYEE acknowledges that the services to be rendered by him are unique and personal. Accordingly, the EMPLOYEE may not assign any of his rights or delegate any of his duties or obligations under this Agreement. This Agreement shall be

binding upon and inure to the benefit of any successor governmental legal entity or successor elected VILLAGE officials which may assume and perform the duties of the VILLAGE and/or the elected officials thereof.

C. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and the Agreement may be enforced with that provision severed or as modified by the court.

D. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

E. The Village agrees that it shall not at any time during the term of this Contract reduce the salary, compensation, or other benefits of the Chief, except to the extent that such percentage reduction is evenly applied across-the-board for all employees of the Village.

F.. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

1. **VILLAGE** at:

Village Mayor  
Village of Willowbrook  
7760 Quincy Street  
Willowbrook, Illinois 60527

2. **EMPLOYEE** at:

Robert R. Schaller

3. To such other person or place which either party hereto by its prior written notice shall designate for notice to it from the other party hereto.

F. This Agreement is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

*IN WITNESS WHEREOF*, the parties hereto have set their hands and seal this \_\_\_\_ day of April, 2021.

**VILLAGE OF WILLOWBROOK,  
an Illinois Municipal Corporation**

By: \_\_\_\_\_  
**Village Mayor**

**ATTEST:**

\_\_\_\_\_  
**Village Clerk**

\_\_\_\_\_  
**Robert R. Schaller**

**EMPLOYMENT AGREEMENT**

**THIS AGREEMENT**, made and entered into effective as of the ~~12<sup>th</sup> day of~~  
~~March, 2018,~~ 26<sup>th</sup> day of April, 2021. by and between the VILLAGE OF

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WILLOWBROOK, an Illinois municipal corporation (sometimes hereinafter referred to as the "VILLAGE") and ROBERT R. SCHALLER, a sworn member of the Willowbrook Police Department (sometimes hereinafter referred to as the "EMPLOYEE");

**WITNESSETH:**

**WHEREAS**, the VILLAGE, to the extent permitted by law, desires to employ the services of EMPLOYEE as the Chief of Police of the VILLAGE, as such position is provided for by the Village Code of the Village of Willowbrook; and,

**WHEREAS**, it is the desire of the VILLAGE to provide certain benefits, to establish certain conditions of employment and to set working conditions of said EMPLOYEE as the Chief of Police; and,

**WHEREAS**, the purposes of this Agreement are:

1. To secure and retain the services of EMPLOYEE and to provide inducement for him to remain in such employment;
2. To make possible full work productivity by assuring EMPLOYEE'S morale and peace of mind with respect to future security;
3. To act as a deterrent against malfeasance or dishonesty for personal gain on the part of the EMPLOYEE;

4. To provide a just means of terminating EMPLOYEE'S services with or without cause as the VILLAGE may desire; and,

**WHEREAS**, EMPLOYEE desires to be employed as Chief of Police of the VILLAGE upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the foregoing recitals and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate, the parties hereto agree as follows:

**SECTION ONE: EMPLOYMENT:** Subject to the terms of this Agreement, the VILLAGE agrees to appoint the EMPLOYEE, a sworn member of the Willowbrook Police Department, to the office of Chief of Police of the VILLAGE to perform the functions and duties of said office in accordance with the Village Code of the Village of Willowbrook and any other ordinances, resolutions, rules and regulations, policies of the VILLAGE, and professional codes of ethics in effect as of the effective date of this Agreement, and those hereafter adopted or instituted by the VILLAGE as the case may be, pertaining to the duties and responsibilities of the Chief of Police. The EMPLOYEE shall periodically attend such meetings and make such written and oral reports and recommendations as the Mayor, Village Board or Village Administrator may require. He The Chief of Police shall report to and follow such directions as the Mayor or Village Administrator may from time to time provide. The Chief of Police is expected to maintain regular office hours, which shall generally follow those hours when the Village Hall is open to the public. In addition, the Chief of Police shall be required to attend the regular and special meetings of the Village Board, with the exception of vacations or other unforeseen circumstances (e.g., illness). It is recognized that the Chief of Police

must devote time outside the normal office hours to the business of the Village, and to that end, the Chief of Police shall be employed as a salaried, FLSA-exempt employee. The Chief of Police agrees to perform whatever duties are required to sufficiently carry out those duties outside the normal working hours. He-The Chief of Police shall maintain regular office hours as may from time to time be approved by the Mayor or Village Administrator.

SECTION TWO: INDEMNIFICATION: The Village through its insurance carrier, shall defend, save, hold harmless and indemnify the Chief of Police Chief against any professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of the Chief of Police's duties as Chief of Police, and shall continue beyond Employee's service to the Employer for any claim that arose during the Chief of Police's tenure, in accordance with and limited by applicable law. The Village may compromise and settle any such claim to suit and pay the amount of any settlement or judgment rendered thereon. The foregoing notwithstanding any such indemnity, hold harmless or defense of such claim or legal action shall not extend to intentional or willful and wanton actions by or on the part of the Chief of Police.

~~SECTION TWO: INDEMNIFICATION:~~  
A. \_\_\_\_\_  
~~The Village shall defend, save, hold harmless and indemnify the Chief of Police Chief against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of the Chief of Police's duties as Chief of Police, and shall continue beyond Employee's service to the Employer for any claim that arose during the Chief of Police's tenure, in accordance with and~~

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~~limited by applicable law. The Village may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.~~

Professional Liability Insurance:

~~The parties agree that if the State of Illinois amends the Illinois Municipal Code to require Professional Liability Insurance or any similar coverage, the VILLAGE agrees to furnish, at its expense, professional liability insurance with liability limits at a minimum of Two Million (\$2,000,000.00) Dollars, or to the extent permitted by law.~~

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~~**SECTION TWOTHREETHREE: TERM, EXTENSION &**~~

~~**REVERSION:** The term of this Agreement shall commence effective as of ~~March 12, 2018,~~ May 10, 2021 and shall terminate on the last day of the term of the incumbent Village Mayor unless sooner terminated by operation of law or as otherwise provided for in this Agreement. Notwithstanding the conclusion of the said term of employment solely by reason of the expiration of the incumbent Village Mayor's full term of office, the parties hereby agree that the said term of employment hereunder may, by an executed, written Addendum to this Agreement, be extended for one additional period not to exceed sixty (60) calendar days to allow for their possible execution of a new Employment Agreement, during this time compensation and benefits will remain in full effect. In the event that no such new Agreement is reached and entered into by the parties within said additional period, then the VILLAGE'S employment of the EMPLOYEE as its Chief of Police shall, without more, cease and terminate; *provided*, that should the EMPLOYEE hereafter voluntarily resign, be terminated by the VILLAGE *without cause*, or be otherwise terminated by the VILLAGE solely by reason of the expiration of the term of~~

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this Agreement prior to having obtained eligibility to retire on pension, he shall then, if he so desires, revert to, and be established in, the Sergeant rank and, thereafter, he shall be entitled to all the benefits and emoluments of such prior rank without regard to whether a vacancy then exists in such rank; and, *provided further*, that should the EMPLOYEE hereafter be terminated by the VILLAGE *with cause*, for the commission of such acts or omissions as would justify his termination as a sworn police officer under Illinois common law or statutory law, he shall then forfeit his position as Chief of Police, together with any rights or privileges attendant thereto, including the right to revert to the Sergeant rank.

**SECTION ~~THREE~~FOURFOUR: TERMINATION AND SEVERANCE**

**PAY:**

A. It is expressly understood and agreed that the employment status of EMPLOYEE is not subject to the jurisdiction of Title 12, Chapter 2, of the Village Code of the Village of Willowbrook and it is further expressly understood and agreed that the employment status of EMPLOYEE is not subject to the jurisdiction of the Board of Police Commissioners of the Village of Willowbrook.

B. Notwithstanding any provision in this Agreement to the contrary, the VILLAGE shall have the absolute right to terminate the services of the EMPLOYEE with or without cause at any time and for any reason whatsoever, and without any due process hearing that might be required by law or otherwise, subject only to subparagraph C of this Section Three.

For the purposes of this paragraph B, the following events shall be deemed to be a termination of the services of the EMPLOYEE on the day of such occurrence:

1. Should the VILLAGE expressly terminate or otherwise remove the EMPLOYEE from his position or substantially all of his responsibilities of Chief of Police;
2. Should the VILLAGE, without the EMPLOYEE'S consent, at any time during the term of this Agreement, reduce the salary or other financial benefits of the EMPLOYEE in a greater percentage than that applicable across the board for all VILLAGE employees;
3. Should the VILLAGE, upon the written demand of the EMPLOYEE, fail or refuse to comply with any terms of this Agreement; or,
4. Should the EMPLOYEE resign following a recommendation by the corporate authorities that he resign.
5. Should the VILLAGE fail to execute an Extension Addendum to this Agreement and a new Employment Agreement following the expiration of the incumbent President's full term of office in accordance with the terms, conditions and provisions of SECTION TWO hereinabove.

Unless the EMPLOYEE is terminated **"with cause"**, he shall have the right, if he so elects, to revert to the rank of Sergeant. In the event of such a **"with cause"** termination, **"cause"** shall be for all such acts or omissions of the EMPLOYEE as would justify his termination as a sworn police officer under Illinois common law.

C. If the EMPLOYEE is terminated by the VILLAGE pursuant to the provisions of subparagraph B above and he elects not to revert to the rank of Sergeant, the VILLAGE agrees to pay EMPLOYEE as severance pay, within thirty (30) days of termination, a lump sum cash payment equal to twelve months (12) ~~three (3) months of~~ ~~the of the~~ EMPLOYEE'S annual salary at the time of termination. In addition, the VILLAGE agrees to maintain, in full force and effect and to the extent permitted by law, all benefits identified in Sections ~~Eight-Nine and Ten~~ for a period of ~~three (3) six (6)~~ months from and after the date of termination. Alternatively, should the EMPLOYEE elect to revert to the rank of Sergeant following his termination by the VILLAGE pursuant to the provisions of subparagraph B above, the VILLAGE shall not be obligated to pay the said severance pay and benefits otherwise provided for herein.

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Commented [RS1]: NEW 2021 Severance is equal to two weeks of pay for every year employed -

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Notwithstanding the foregoing, the VILLAGE shall also not be obligated to pay the severance pay and severance benefits provided for herein if any such termination is preceded by six (6) months prior written notice to the EMPLOYEE by the VILLAGE. The severance and benefit provisions of this subparagraph C do not apply should the Mayor and Board of Trustees elect not to renew this Agreement.

D. Notwithstanding the provisions contained in subparagraphs B and C above, the Mayor and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should the EMPLOYEE abandon his position. The term "abandon" shall, for purposes of this subparagraph, mean actions by the EMPLOYEE evidencing his voluntary, intentional relinquishment of the position. The term "abandon" shall not mean the EMPLOYEE'S:

- Inability to perform the duties and responsibilities of his position due to illness or injury
- Refusal to take any action or perform any duty or responsibility of his position due to his good faith belief that doing so would violate a legal, moral or ethical obligation
- Unauthorized or unexcused absence from Village Hall, unless such absence exceeds three (3) consecutive days

In addition, this subparagraph is not intended to authorize the termination of the EMPLOYEE due to personality conflict or differences in management style or philosophy. In the event of termination pursuant to this subparagraph D, the VILLAGE shall not be obliged to pay the severance pay nor provide the severance benefits provided herein; additionally, the EMPLOYEE, having abandoned his office, shall have no right to revert to the Sergeant rank.

E. Notwithstanding the provisions contained in subparagraphs B and C above, the Mayor and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should the EMPLOYEE be convicted of an illegal act involving personal gain to himself or otherwise, if, in the opinion of the VILLAGE, such conviction would have an adverse effect upon the VILLAGE. In the event of such a termination, the VILLAGE shall not be obliged to pay the severance pay nor provide the benefits provided herein; further, the EMPLOYEE, having been so convicted, shall have no right to revert to the Sergeant rank.

In the event the EMPLOYEE shall be indicted or arrested for the violation of any criminal law or statute which, in the opinion of the Mayor and Board of Trustees of

the VILLAGE, would reflect unfavorably upon said VILLAGE, or in any way interfere with his ability to discharge the duties of his position, then the VILLAGE may request and, upon such a request, the EMPLOYEE shall accept a leave of absence without pay pending a final determination of the criminal charges brought against said EMPLOYEE. Should the EMPLOYEE be cleared of all wrongdoing in connection therewith, he shall be restored to his position and all amounts of pay withheld shall be promptly paid to him. Should the EMPLOYEE plead or be found guilty of any such violation, or should any such violation be dismissed or otherwise compromised in consideration for testimony or other evidence, then he shall forfeit his position as the Chief of Police of the VILLAGE OF WILLOWBROOK together with any right or privilege attendant thereto, including the forfeiture of any back pay which may have been withheld subsequent to his indictment or arrest and including the forfeiture of the right to revert to the rank of Sergeant.

F. Notwithstanding any provision in this Agreement to the contrary, the EMPLOYEE shall have the right to voluntarily resign any time from his position with the VILLAGE. In the event EMPLOYEE voluntarily resigns from his position with the VILLAGE before the expiration of this Agreement, the EMPLOYEE shall give the VILLAGE thirty (30) days prior written notice of his intent to resign. Further, having voluntarily resigned, the EMPLOYEE shall not be entitled to severance pay or severance benefits as set forth in subparagraph C above but he can elect to revert to his prior rank.

G. Notwithstanding the provisions contained in subparagraphs B and C above, the Mayor and Board of Trustees of the VILLAGE shall have the right to terminate the

EMPLOYEE should any complaint of sexual harassment filed against the EMPLOYEE during the term of this Agreement be substantiated by the Village Board.

In the event of such termination, the VILLAGE shall not be obligated to pay the severance pay nor provide the benefits provided in this Agreement; further, in such an event, the EMPLOYEE shall have no right to revert to the rank of Sergeant.

H. The EMPLOYEE expressly waives any rights to a due process hearing with respect to any termination or other disciplinary action, whether required by law or otherwise, including those provided by the Village Code.

I. The EMPLOYEE acknowledges that he has had the opportunity to review the terms of this Agreement with an attorney of his own choosing, prior to the execution of this Agreement.

**SECTION FOURFIVEFIVE: SALARY:** The VILLAGE agrees to pay EMPLOYEE for services rendered pursuant to this Agreement an annual base salary of ~~ONE HUNDRED EIGHTEEN THOUSAND DOLLARS (\$118,000.00)~~ consistent with the following schedule:

Commented [RS2]: NEW 2021 SCHEDULE ADDED REFLECTING BOARD ACTION ON PREVIOUS PAY STRUCTURE

MAY 1, 2021 – ONE HUNDRED FORTY-NINE THOUSAND ONE HUNDRED FORTY (\$149,140.00)

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MAY 1, 2022 – ONE HUNDRED FIFTY-FIVE THOUSAND SIX HUNDRED TWENTY-FIVE (\$155,625.00)

MAY 1, 2023 – ONE HUNDRED SIXTY-TWO THOUSAND ONE HUNDRED NINE (\$162,109.00)

MAY 1, 2024 – ONE HUNDRED SIXTY EIGHT THOUSAND FIVE HUNDRED NINETY THREE ( \$168,593.0 ) per year, payable in installments at the same pay periods other employees of the VILLAGE are paid, in accordance provided that the VILLAGE agrees to review and consider increasing EMPLOYEE’S base salary in accordance with the salary with the salary guidelines set forth in the “Village Personnel Manual” adopted by the Mayor and Board of Trustees.

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**SECTION FIVESIXSIX: EXTENT OF SERVICES - OUTSIDE**

**ACTIVITIES:** EMPLOYEE shall devote his entire time, attention and energies to the VILLAGE’S business and shall not during the term of this Agreement be engaged in any other business, teaching or consulting activity whether or not such activity is pursued for gain, profit or other pecuniary advantage, without the expressed prior approval of the Village Mayor.

**SECTION SIXSEVENSEVEN: AUTOMOBILE:** EMPLOYEE’S duties require that he shall have the exclusive and unrestricted use at all time during his employment with the VILLAGE of an automobile which shall be provided to him by the VILLAGE. ~~Personal use of the automobile shall be consistent with the “Personnel Manual” as amended from time to time~~ The automobile shall be used for travel to and from the Police Chief’s residence and the Village, for VILLAGE related business and within the scope of the police chief’s duties only, except for personal use within the State of Illinois and a seventy five (75) mile radius outside the geographical limits of Illinois and as may otherwise be consistent with the Village’s “Personnel Manual. The particular

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vehicle to be made available to the EMPLOYEE shall be within the discretion of the Village Mayor.

The VILLAGE shall be responsible for paying for liability, property damage and comprehensive insurance, as well as for the purchase, operation, maintenance, repair and regular replacement of said automobile.

**SECTION SEVENEIGHTEIGHT: EMPLOYEE'S EXPENSES:** The VILLAGE shall annually appropriate and budget an amount of money for the purpose of defraying the hereinafter itemized expenses of the Chief of Police, including but not limited to, business expenses, professional dues and subscriptions, educational expenses, travel expenses, registration fees, lodging and meals, etc., consistent with the rules and regulations contained in the VILLAGE'S "Personnel Manual". In addition, the VILLAGE agrees to provide EMPLOYEE with an annual clothing ~~stipend allowance for duty-related apparel~~ in the amount of Nine Hundred Dollars (\$900.00) ~~of Seven Hundred Fifty Dollars (\$750.00)~~ to be issued within the first 30 days of each new fiscal year.

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**SECTION EIGHTNINENINE: BENEFITS:** The VILLAGE agrees to provide EMPLOYEE and his dependents all benefits on the same basis and to the same extent such benefits are enjoyed by all other management personnel of the Village of Willowbrook, including, but not limited to, insurance (life, accident and sickness disability income benefits, major medical and dependents coverage, hospitalization, surgical and comprehensive medical, etc.), sick leave, compensatory time, vacation leave, etc., consistent with the policies established by the VILLAGE in its "Personnel Manual".

**SECTION ~~NINETENTEN~~: PERFORMANCE EVALUATION:** The Village Mayor shall establish an annual goal setting session and an annual evaluation session consistent with the "Personnel Evaluation Handbook" adopted by the Mayor and Board of Trustees.

**SECTION ~~TENELEVENELEVEN~~: RETIREMENT:** The EMPLOYEE is a member of the Willowbrook Police Officers Pension Fund. Contributions will continue during term of employment of the EMPLOYEE by the VILLAGE as provided by law.

**SECTION ~~ELEVENTWELVETWELVE~~: VACATION & SICK LEAVE:**  
EMPLOYEE shall be entitled to all vacation and sick leave as provided for by the "Personnel Manual" of the VILLAGE OF WILLOWBROOK. The CHIEF OF POLICE shall be entitled to vacation with pay based as follows:  
25 years of service - 30 working days plus 1 additional day for each year of service thereafter.  
Vacation is computed on completed years of service effective the anniversary date of hire of any given year.

- Commented [RS5]: NEW 2021 VACATION SCHEDULE
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**SECTION ~~TWELVETHIRTEENTHIRTEEN~~: RESIDENCY:** It is hereby acknowledged that the EMPLOYEE currently resides at 18625 Pine Prairie Drive, in Mokena, Illinois, 60448. The VILLAGE expressly acknowledges that EMPLOYEE'S current residence is of such proximity to the VILLAGE that the EMPLOYEE can adequately perform all the duties of his office. During the term of this Agreement and any extensions thereof, the VILLAGE agrees that the EMPLOYEE'S current residence

shall be deemed to satisfy any future residency requirements that the VILLAGE may adopt.

Notwithstanding the foregoing, the EMPLOYEE agrees not to relocate his permanent residence a further distance from the corporate limits of the VILLAGE OF WILLOWBROOK than his current residence at [REDACTED], without the approval of the Village Mayor.

**SECTION ~~THIRTEEN~~FOURTEENFOURTEEN: GENERAL PROVISIONS:**

A. This Agreement sets forth the entire understanding of the parties and may only be amended, modified or terminated by a written instrument signed by the parties except as herein otherwise provided.

B. The EMPLOYEE acknowledges that the services to be rendered by him are unique and personal. Accordingly, the EMPLOYEE may not assign any of his rights or delegate any of his duties or obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of any successor governmental legal entity or successor elected VILLAGE officials which may assume and perform the duties of the VILLAGE and/or the elected officials thereof.

C. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and the Agreement may be enforced with that provision severed or as modified by the court.

D. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

E. The Village agrees that it shall not at any time during the term of this Contract reduce the salary, compensation, or other benefits of the Chief, except to the extent that such percentage reduction is evenly applied across-the-board for all employees of the City/Town/Village.

F. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

1. **VILLAGE** at:  
Village Mayor  
Village of Willowbrook  
7760 Quincy Street  
Willowbrook, Illinois 60527
  
2. **EMPLOYEE** at:  
Robert R. Schaller
  
3. To such other person or place which either party hereto by its prior written notice shall designate for notice to it from the other party hereto.

F. This Agreement is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

*IN WITNESS WHEREOF*, the parties hereto have set their hands and seal this ~~12<sup>th</sup> day of March, 2018~~ \_\_\_\_ day of April, 2021.

**VILLAGE OF WILLOWBROOK,  
an Illinois Municipal Corporation**

**By:** \_\_\_\_\_  
**Village Mayor**

**ATTEST:**

\_\_\_\_\_  
**Village Clerk**

\_\_\_\_\_  
**Robert R. Schaller**

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, AN EMPLOYMENT AGREEMENT WITH CAROLINE A. DITTMAN FOR THE EMPLOYMENT POSITION OF DIRECTOR OF FINANCE OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

**AGENDA NO. 13**

**AGENDA DATE: 04/26/21**

**STAFF REVIEW:** Brian Pabst, Village Administrator

**SIGNATURE:** \_\_\_\_\_

**LEGAL REVIEW:** Thomas Bastian, Village Attorney

**SIGNATURE:** \_\_\_\_\_

**RECOMMENDED BY:** Mayor Frank Trilla

**SIGNATURE:** \_\_\_\_\_

**REVIEWED & APPROVED BY COMMITTEE:** YES  NO  N/A

### ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)

The attached Agreement provides terms for employment between Ms. Caroline Dittman and the Village to serve in the capacity of Director of Finance, effective May 1, 2021.

### ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

The attached Agreement contains the exact same terms as the prior Agreement that was approved by the Board in May of 2017 with the following exceptions:

- 1) Effective dates changed throughout.
- 2) Section 3.C – severance pay and health insurance changed to a flat 6 months (previously was 3 months plus one week for every year of service to a maximum of 6 months).
- 3) Section 4 - Salary was updated in accordance with current Village pay plan.
- 4) Section 6 – added 50% reimbursement of personal cell phone expense as employee has not been provided a Village cell phone.
- 5) Section 10 – adds one (1) week to vacation accrual and changes to actual anniversary date (June 1) rather than start date as independent contractor (December 13).
- 6) Section 11 – removes street portion of address.

### ACTION PROPOSED:

Adopt the Resolution.

**RESOLUTION NO. 21-R-\_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, AN EMPLOYMENT AGREEMENT WITH CAROLINE A. DITTMAN FOR THE EMPLOYMENT POSITION OF DIRECTOR OF FINANCE OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

**BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the employment agreement by and between the Village of Willowbrook and Caroline A. Dittman for the employment position of Director of Finance for the Village of Willowbrook is hereby approved. A copy of said agreement is attached hereto as Exhibit “A” and made a part hereof.

**BE IT FURTHER RESOLVED** that the Village Mayor is authorized to execute said agreement and the Village Clerk is directed to attest to said signature.

PASSED and APPROVED this 26<sup>th</sup> day of April, 2021 by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

## EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into effective as of the 26<sup>th</sup> day of April, 2021, by and between the VILLAGE OF WILLOWBROOK, an Illinois municipal corporation (sometimes hereinafter referred to as the "VILLAGE") and CAROLINE A. DITTMAN (sometimes hereinafter referred to as the "EMPLOYEE"):

### WITNESSETH:

**WHEREAS**, the VILLAGE, to the extent permitted by law, desires to employ the services of EMPLOYEE as the DIRECTOR OF FINANCE of the VILLAGE, as such position is provided for by the Village Code of the VILLAGE OF WILLOWBROOK; and,

**WHEREAS**, it is the desire of the VILLAGE to provide certain benefits, establish certain conditions of employment and to set working conditions of said EMPLOYEE; and,

**WHEREAS**, the purpose of the Agreement is to:

1. Secure and retain the services of EMPLOYEE and to provide inducement for her to remain in such employment;
2. To make possible full work productivity by assuring EMPLOYEE'S morale and peace of mind with respect to future security;
3. Act as a deterrent against malfeasance or dishonesty for personal gain on the part of the EMPLOYEE; and,
4. Provide a just means of terminating EMPLOYEE'S services with or without cause as the VILLAGE may desire; and,

**WHEREAS,** EMPLOYEE desires to be employed as Director of Finance of the VILLAGE upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE,** in consideration of the foregoing recitals and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate, the parties hereto agree as follows:

**SECTION ONE: EMPLOYMENT:** The VILLAGE agrees to employ the EMPLOYEE as Director of Finance of the VILLAGE. The EMPLOYEE agrees to be employed as Director of Finance of the VILLAGE and to perform the functions and duties of said offices in accordance with the Village Code of the VILLAGE OF WILLOWBROOK and any other ordinances, resolutions, rules and regulations, policies of the VILLAGE, and professional codes of ethics in effect as of the effective date of this Agreement, and those hereafter adopted or instituted by the VILLAGE as the case may be, pertaining to the duties and responsibilities of the Director of Finance. The EMPLOYEE shall attend such meetings and make such written and oral reports and recommendations as the Mayor, Village Board or Village Administrator may require. She shall report to and follow such directions as the Mayor or Village Administrator shall provide. She shall maintain regular office hours as may from time to time be approved by the Village Administrator.

**SECTION TWO: TERM & EXTENSION:** The term of employment under this Agreement shall commence as of May 1, 2021, and shall end on the last day of the term of the incumbent Mayor unless sooner terminated by operation of law or as otherwise provided for in this Agreement. Notwithstanding the conclusion of the said term of employment solely by reason of the expiration of the incumbent Mayor's full term of office, the parties hereby agree that the said term of employment hereunder may, by an executed, written Addendum to this

Agreement be extended for one additional period not to exceed sixty (60) calendar days to allow for their possible execution of a new Employment Agreement. In the event no such new Agreement is reached and entered into by the parties within said additional period, then the VILLAGE'S employment of the EMPLOYEE as its Director of Finance shall, without more, cease and terminate.

**SECTION THREE: TERMINATION AND SEVERANCE PAY:**

A. It is expressly understood and agreed that the employment status of EMPLOYEE is not subject to the jurisdiction of Title 12, Chapter 2 of the Village Code of the VILLAGE OF WILLOWBROOK.

B. Notwithstanding any provision in this Agreement to the contrary, the VILLAGE shall have the absolute right to terminate the services of the EMPLOYEE with or without cause at any time and for any reason whatsoever, subject only to paragraph C of this Section Three.

For the purposes of this paragraph B, the following events shall be deemed to be a termination of the services of the EMPLOYEE on the day of such occurrence:

1. Should the VILLAGE expressly terminate or otherwise remove the EMPLOYEE from her position or substantially all of her responsibilities of Director of Finance;
2. Should the VILLAGE, without the EMPLOYEE'S consent, at any time during the term of this Agreement, reduce the salary or other financial benefits of the EMPLOYEE in a greater percentage than that applicable across the board for all VILLAGE employees;
3. Should the VILLAGE, upon the written demand of the EMPLOYEE, fail or refuse to comply with any terms of this Agreement; or,

4. Should the EMPLOYEE resign following a recommendation by the corporate authorities that she resign.
5. Should the VILLAGE fail to execute an Extension Addendum to this Agreement and a new Employment Agreement following the expiration of the incumbent Mayor's full term of office in accordance with the terms, conditions and provisions of SECTION TWO hereinabove.

C. If the EMPLOYEE is terminated by the VILLAGE pursuant to the provisions of subparagraph B above, the VILLAGE agrees to pay EMPLOYEE as severance pay, within thirty (30) days of termination, a lump sum cash payment equal to six (6) months of the EMPLOYEE'S annual salary. In addition, the VILLAGE agrees to maintain, in full force and effect and to the extent permitted by law, all benefits identified in Sections Seven and Nine for a period of six (6) months from and after the date of termination.

Notwithstanding the foregoing, the VILLAGE shall not be obligated to pay the severance pay and fringe benefits provided for hereinabove if any such termination is preceded by six (6) months prior written notice to the EMPLOYEE by the VILLAGE.

D. Notwithstanding the provisions contained in subparagraph B and C above, the Mayor and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should the EMPLOYEE abandon his position. The term "abandon" shall, for purposes of this subparagraph, mean actions by the EMPLOYEE evidencing her voluntary, intentional relinquishment of the position. The term "abandon" shall not mean the EMPLOYEE'S:

- Inability to perform the duties and responsibilities of her position due to illness or injury.
- Refusal to take any action or perform any duty or responsibility of her position due to her good faith belief that doing so would violate a legal, moral or ethical obligation.
- Unauthorized or unexcused absence from Village Hall, unless such absence exceeds three (3) consecutive days.

In addition, this subparagraph is not intended to authorize the termination of the EMPLOYEE due to personality conflict or differences in management style or philosophy.

In the event of termination pursuant to this subparagraph, the VILLAGE shall not be obliged to pay the severance pay nor provide the severance benefits provided in subparagraph C above.

E. Notwithstanding the provisions contained in subparagraph B and C above, the Mayor and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should the EMPLOYEE be convicted of an illegal act involving personal gain to herself or otherwise, if, in the opinion of the VILLAGE, such conviction would have an adverse effect upon the VILLAGE. In the event of such a termination, the VILLAGE shall not be obliged to pay the severance pay nor provide the severance benefits provided herein.

Further, in the event the EMPLOYEE shall be indicted or arrested for the violation of any criminal law or statute which, in the opinion of the Mayor and Board of Trustees of the VILLAGE, would reflect unfavorably upon said VILLAGE, or in any way interfere with her ability to discharge the duties of her position, then the VILLAGE may request and, upon such a

request, the EMPLOYEE shall accept a leave of absence without pay pending a final determination of the criminal charges brought against said EMPLOYEE. Should the EMPLOYEE be cleared of all wrongdoing in connection therewith, she shall be restored to her position and all amounts of pay withheld shall be promptly paid to her. Should the EMPLOYEE plead or be found guilty of any such violation, or should any such violation be dismissed or otherwise compromised in consideration for testimony or other evidence, then she shall forfeit her position as the Director of Finance of the VILLAGE OF WILLOWBROOK, together with any right or privilege attendant thereto, including any back pay which may have been withheld subsequent to her indictment or arrest.

F. Notwithstanding any provision in this Agreement to the contrary, the EMPLOYEE shall have the right to voluntarily resign any time from her position with the VILLAGE. In the event EMPLOYEE voluntarily resigns from her position with the VILLAGE before the expiration of this Agreement, the EMPLOYEE shall give the VILLAGE thirty (30) days prior written notice of her intent to resign. Further, the EMPLOYEE shall not be entitled to severance benefits as set forth in subparagraph C above.

G. Notwithstanding the provisions contained in subparagraphs Band C above, the Mayor and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should any complaint of sexual harassment filed against the EMPLOYEE during the term of this Agreement be substantiated by the Village Board.

In the event of such termination, the VILLAGE shall not be obligated to pay the severance pay nor provide the severance benefits provided in this Agreement.

H. The EMPLOYEE expressly waives any rights to a due process hearing with respect to any termination or other disciplinary action, whether required by law or otherwise, including those provided by the Village Code.

I. The EMPLOYEE acknowledges that she has had the opportunity to review the terms of this Agreement with an attorney of her own choosing, prior to the execution of this Agreement.

**SECTION FOUR: SALARY:** The VILLAGE agrees to pay EMPLOYEE for services rendered pursuant to this Agreement an annual base salary in accordance with the Village's adopted Pay Plan as follows:

**May 1, 2021:** ONE HUNDRED FIFTY-FIVE THOUSAND SIX HUNDRED TWENTY-FIVE (\$155,625.00)

**May 1, 2022:** ONE HUNDRED SIXTY-TWO THOUSAND ONE HUNDRED NINE (\$162,109.00)

**May 1, 2023:** ONE HUNDRED SIXTY-EIGHT THOUSAND FIVE HUNDRED NINETY-THREE (\$168,593.00)

per year, payable in installments at the same pay periods other employees of the VILLAGE are paid, provided that the VILLAGE agrees to review and consider increasing EMPLOYEE'S base salary in accordance with the guidelines set forth in the "Pay Plan" adopted by the Mayor and Board of Trustees.

**SECTION FIVE: EXTENT OF SERVICE – OUTSIDE ACTIVITIES:** EMPLOYEE shall devote her entire time, attention and energies to the VILLAGE'S business and shall not during the term of this Agreement be engaged in any other business, teaching or consulting

activity whether or not such activity is pursued for gain, profit or other pecuniary advantage, without the expressed prior approval of the Village Administrator.

**SECTION SIX: EMPLOYEE'S EXPENSES:** The VILLAGE shall annually appropriate and budget an amount of money for the purpose of defraying the expenses of the Director of Finance, including but not limited to, 50% reimbursement of her cellular telephone, business expenses, professional dues and subscriptions, educational expenses and related training and continuing professional education requirements necessary to maintain her designation as a Certified Public Accountant (CPA), travel expenses, registration fees, lodging and meals, etc., consistent with the rules and regulations contained in the VILLAGE'S "Personnel Manual" and Travel Policy.

**SECTION SEVEN: BENEFITS:** The VILLAGE agrees to provide EMPLOYEE and her dependents all benefits on the same basis and to the same extent such benefits are enjoyed by all other management personnel of the VILLAGE OF WILLOWBROOK, including, but not limited to, insurance (life, accident and sickness disability income benefits, major medical and dependents coverage, hospitalization, surgical and comprehensive medical, etc.), sick leave, compensatory time, vacation leave, etc., consistent with the policies established by the VILLAGE in the VILLAGE'S "Personnel Manual".

**SECTION EIGHT: PERFORMANCE EVALUATION:** The Village Administrator shall establish an annual goal setting session and an annual evaluation session consistent with the "Personnel Evaluation Handbook" adopted by the Mayor and Board of Trustees.

**SECTION NINE RETIREMENT:** It is acknowledged that the VILLAGE is a member of and participates in the Illinois Municipal Retirement Fund (IMRF). The EMPLOYEE shall be

entitled to the same benefits and consideration granted by the VILLAGE with respect to all other employees as provided by law.

**SECTION TEN: VACATION LEAVE:** EMPLOYEE shall be entitled to all vacation leave as provided for by the "Personnel Manual" of the VILLAGE OF WILLOWBROOK, with the following exceptions, amendments, and deviations: The DIRECTOR OF FINANCE shall be entitled to twenty-five (25) vacation days annually accruing on each anniversary date beginning June 1, 2021.

**SECTION ELEVEN RESIDENCY:** It is hereby acknowledged that the EMPLOYEE currently resides in  The VILLAGE expressly acknowledges that EMPLOYEE'S current residence is of such proximity to the VILLAGE that the EMPLOYEE can adequately perform all the duties of her office. During the term of this Agreement and any extensions thereof, the VILLAGE agrees that the EMPLOYEE'S current residence shall be deemed to satisfy any future residency requirements that the VILLAGE may adopt.

**SECTION TWELVE: INDEMNIFICATION:** The Village shall defend, save, hold harmless and indemnify the DIRECTOR OF FINANCE against any negligence actions, professional liability claims or demand or other legal action arising out of an alleged act or omission occurring in the performance of the DIRECTOR OF FINANCE'S duties, in accordance with and limited by applicable law. The Village may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The foregoing notwithstanding any such indemnity, hold harmless or defense of such claim or legal actions shall not extend to intentional or wilful or wanton actions by or on the part of the Finance Director.

**SECTION THIRTEEN: GENERAL PROVISIONS:**

A. This Agreement sets forth the entire understanding of the parties and may only be amended, modified, or terminated by a written instrument signed by the parties except as herein otherwise provided.

B. The EMPLOYEE acknowledges that the services to be rendered by her are unique and personal. Accordingly, the EMPLOYEE may not assign any of her rights or delegate any of her duties or obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of any successor governmental legal entity or successor elected VILLAGE officials which may assume and perform the duties of the VILLAGE and/or the elected officials thereof.

C. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and the Agreement may be enforced with that provision severed or as modified by the court.

D. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

E. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

1. **VILLAGE** at:  
Village Administrator  
Village of Willowbrook  
835 Midway Drive  
Willowbrook, Illinois 60527

2. **EMPLOYEE** at:  
Caroline A. Dittman

3. To such other person or place which either party hereto by its prior written notice shall designate for notice to it from the other party hereto.

F. This Agreement is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

*IN WITNESS WHEREOF*, the parties hereto have set their hands and seals this 26<sup>th</sup> day of April, 2021.

**VILLAGE OF WILLOWBROOK, an  
Illinois Municipal Corporation**

By: \_\_\_\_\_  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**Village Clerk**

\_\_\_\_\_  
**Caroline A. Dittman**

**EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made and entered into effective as of the 26<sup>th</sup> day of ~~March~~ ~~April~~ ~~April~~, 2021+7, by and between the VILLAGE OF WILLOWBROOK, an Illinois municipal corporation (sometimes hereinafter referred to as the "VILLAGE") and CAROLINE A. DITTMAN (sometimes hereinafter referred to as the "EMPLOYEE"):

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**WITNESSETH:**

**WHEREAS**, the VILLAGE, to the extent permitted by law, desires to employ the services of EMPLOYEE as the DIRECTOR OF FINANCE of the VILLAGE, as such position is provided for by the Village Code of the VILLAGE OF WILLOWBROOK; and,

**WHEREAS**, it is the desire of the VILLAGE to provide certain benefits, establish certain conditions of employment and to set working conditions of said EMPLOYEE; and,

**WHEREAS**, the purpose of the Agreement is to:

1. Secure and retain the services of EMPLOYEE and to provide inducement for her to remain in such employment;
2. To make possible full work productivity by assuring EMPLOYEE'S morale and peace of mind with respect to future security;
3. Act as a deterrent against malfeasance or dishonesty for personal gain on the part of the EMPLOYEE; and,
4. Provide a just means of terminating EMPLOYEE'S services with or without cause as the VILLAGE may desire; and,

**WHEREAS**, EMPLOYEE desires to be employed as Director of Finance of the VILLAGE upon the terms and conditions hereinafter set forth.

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NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate, the parties hereto agree as follows:

**SECTION ONE: EMPLOYMENT:** The VILLAGE agrees to employ the EMPLOYEE as Director of Finance of the VILLAGE. The EMPLOYEE agrees to be employed as Director of Finance of the VILLAGE and to perform the functions and duties of said offices in accordance with the Village Code of the VILLAGE OF WILLOWBROOK and any other ordinances, resolutions, rules and regulations, policies of the VILLAGE, and professional codes of ethics in effect as of the effective date of this Agreement, and those hereafter adopted or instituted by the VILLAGE as the case may be, pertaining to the duties and responsibilities of the Director of Finance. The EMPLOYEE shall attend such meetings and make such written and oral reports and recommendations as the Mayor, Village Board or Village Administrator may require. She shall report to and follow such directions as the Mayor or Village Administrator shall provide. She shall maintain regular office hours as may from time to time be approved by the Village Administrator.

**SECTION TWO: TERM & EXTENSION:** The term of employment under this Agreement shall commence as of May 1, 2021~~17~~, and shall end on the last day of the term of the incumbent Mayor unless sooner terminated by operation of law or as otherwise provided for in this Agreement. Notwithstanding the conclusion of the said term of employment solely by reason of the expiration of the incumbent Mayor's full term of office, the parties hereby agree that the said term of employment hereunder may, by an executed, written Addendum to this Agreement be extended for one additional period not to exceed sixty (60) calendar days to allow for their possible execution of a new Employment Agreement. In the event no such new Agreement is reached and entered

into by the parties within said additional period, then the VILLAGE'S employment of the EMPLOYEE as its Director of Finance shall, without more, cease and terminate.

**SECTION THREE: TERMINATION AND SEVERANCE PAY:**

A. It is expressly understood and agreed that the employment status of EMPLOYEE is not subject to the jurisdiction of Title 12, Chapter 2 of the Village Code of the VILLAGE OF WILLOWBROOK.

B. Notwithstanding any provision in this Agreement to the contrary, the VILLAGE shall have the absolute right to terminate the services of the EMPLOYEE with or without cause at any time and for any reason whatsoever, subject only to paragraph C of this Section Three.

For the purposes of this paragraph B, the following events shall be deemed to be a termination of the services of the EMPLOYEE on the day of such occurrence:

1. Should the VILLAGE expressly terminate or otherwise remove the EMPLOYEE from her position or substantially all of her responsibilities of Director of Finance;
2. Should the VILLAGE, without the EMPLOYEE'S consent, at any time during the term of this Agreement, reduce the salary or other financial benefits of the EMPLOYEE in a greater percentage than that applicable across the board for all VILLAGE employees;
3. Should the VILLAGE, upon the written demand of the EMPLOYEE, fail or refuse to comply with any terms of this Agreement; or,
4. Should the EMPLOYEE resign following a recommendation by the corporate authorities that she resign.

5. Should the VILLAGE fail to execute an Extension Addendum to this Agreement and a new Employment Agreement following the expiration of the incumbent Mayor's full term of office in accordance with the terms, conditions and provisions of SECTION TWO hereinabove.

C. If the EMPLOYEE is terminated by the VILLAGE pursuant to the provisions of subparagraph B above, the VILLAGE agrees to pay EMPLOYEE as severance pay, within thirty (30) days of termination, a lump sum cash payment equal to ~~six (6) three (3)~~ months of the EMPLOYEE'S annual salary ~~plus an additional one (1) calendar week's salary for each completed year of full-time employment with the VILLAGE at the time of termination, together not to exceed a maximum of six (6) months severance pay.~~ In addition, the VILLAGE agrees to maintain, in full force and effect and to the extent permitted by law, all benefits identified in Sections Seven and Nine for a period of ~~six (6) three (3)~~ months from and after the date of termination ~~plus an additional one (1) calendar week's benefits for each completed year of full-time employment with the VILLAGE together not to exceed a maximum of six (6) months benefits.~~

Notwithstanding the foregoing, the VILLAGE shall not be obligated to pay the severance pay and fringe benefits provided for hereinabove if any such termination is preceded by six (6) months prior written notice to the EMPLOYEE by the VILLAGE.

D. Notwithstanding the provisions contained in subparagraph -B and C above, the Mayor and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should the EMPLOYEE abandon his position. The term "abandon" shall, for purposes of this subparagraph, mean actions by the EMPLOYEE evidencing her voluntary, intentional relinquishment of the position. The term "abandon" shall not mean the EMPLOYEE'S:

- Inability to perform the duties and responsibilities of her position due to illness or injury.
- Refusal to take any action or perform any duty or responsibility of her position due to her good faith belief that doing so would violate a legal, moral or ethical obligation.
- Unauthorized or unexcused absence from Village Hall, unless such absence exceeds three (3) consecutive days.

In addition, this subparagraph is not intended to authorize the termination of the EMPLOYEE due to personality conflict or differences in management style or philosophy.

In the event of termination pursuant to this subparagraph, the VILLAGE shall not be obliged to pay the severance pay nor provide the severance benefits provided in subparagraph C above.

E. Notwithstanding the provisions contained in subparagraph -B and C above, the Mayor and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should the EMPLOYEE be convicted of an illegal act involving personal gain to herself or otherwise, if, in the opinion of the VILLAGE, such conviction would have an adverse effect upon the VILLAGE. In the event of such a termination, the VILLAGE shall not be obliged to pay the severance pay nor provide the severance benefits provided herein.

Further, in the event the EMPLOYEE shall be indicted or arrested for the violation of any criminal law or statute which, in the opinion of the Mayor and Board of Trustees of the VILLAGE, would reflect unfavorably upon said VILLAGE, or in any way interfere with her ability to discharge the duties of her position, then the VILLAGE may request and, upon such a request, the EMPLOYEE shall accept a leave of absence without pay pending a final determination of the criminal charges brought against said EMPLOYEE. Should the EMPLOYEE be cleared of all wrongdoing in connection therewith, she shall be restored to her position and all amounts of pay

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withheld shall be promptly paid to her. Should the EMPLOYEE plead or be found guilty of any such violation, or should any such violation be dismissed or otherwise compromised in consideration for testimony or other evidence, then she shall forfeit her position as the Director of Finance of the VILLAGE OF WILLOWBROOK, together with any right or privilege attendant thereto, including any back pay which may have been withheld subsequent to her indictment or arrest.

F. Notwithstanding any provision in this Agreement to the contrary, the EMPLOYEE shall have the right to voluntarily resign any time from her position with the VILLAGE. In the event EMPLOYEE voluntarily resigns from her position with the VILLAGE before the expiration of this Agreement, the EMPLOYEE shall give the VILLAGE thirty (30) days prior written notice of her intent to resign. Further, the EMPLOYEE shall not be entitled to severance benefits as set forth in subparagraph C above.

G. Notwithstanding the provisions contained in subparagraphs Band C above, the Mayor and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should any complaint of sexual harassment filed against the EMPLOYEE during the term of this Agreement be substantiated by the Village Board.

In the event of such termination, the VILLAGE shall not be obligated to pay the severance pay nor provide the severance benefits provided in this Agreement.

H. The EMPLOYEE expressly waives any rights to a due process hearing with respect to any termination or other disciplinary action, whether required by law or otherwise, including those provided by the Village Code.

I. The EMPLOYEE acknowledges that she has had the opportunity to review the terms of this Agreement with an attorney of her own choosing, prior to the execution of this Agreement.

**SECTION FOUR: SALARY:** The VILLAGE agrees to pay EMPLOYEE for services rendered pursuant to this Agreement an annual base salary in accordance with the Village's adopted Pay Plan as follows:

May 1, 2021: ONE HUNDRED FIFTY-FIVE THOUSAND SIX HUNDRED TWENTY-FIVE (\$155,625.00)

May 1, 2022: ONE HUNDRED SIXTY-TWO THOUSAND ONE HUNDRED NINE (\$162,109.00)

May 1, 2023: ONE HUNDRED SIXTY-EIGHT THOUSAND FIVE HUNDRED NINETY-THREE (\$168,593.00)

~~OF ONE HUNDRED TWENTY-EIGHT THOUSAND ONE HUNDRED SEVENTY-SEVEN~~

~~DOLLARS (\$128,177.00)~~, per year, payable in installments at the same pay periods other

employees of the VILLAGE are paid, provided that the VILLAGE agrees to review and consider increasing EMPLOYEE'S base salary in accordance with the guidelines set forth in the "Pay Plan" adopted by the Mayor and Board of Trustees.

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**SECTION FIVE: EXTENT OF SERVICE – OUTSIDE ACTIVITIES:** EMPLOYEE shall devote her entire time, attention and energies to the VILLAGE'S business and shall not during the term of this Agreement be engaged in any other business, teaching or consulting activity whether or not such activity is pursued for gain, profit or other pecuniary advantage, without the expressed prior approval of the Village Administrator.

**SECTION SIX: EMPLOYEE'S EXPENSES:** The VILLAGE shall annually appropriate and budget an amount of money for the purpose of defraying the expenses of the Director of Finance, including but not limited to, 50% reimbursement of her cellular telephone, business expenses, professional dues and subscriptions, educational expenses and related training and continuing professional education requirements necessary to maintain her designation as a Certified Public

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Accountant (CPA), travel expenses, registration fees, lodging and meals, etc., consistent with the rules and regulations contained in the VILLAGE'S "Personnel Manual" and Travel Policy.

**SECTION SEVEN: BENEFITS:** The VILLAGE agrees to provide EMPLOYEE and her dependents all benefits on the same basis and to the same extent such benefits are enjoyed by all other management personnel of the VILLAGE OF WILLOWBROOK, including, but not limited to, insurance (life, accident and sickness disability income benefits, major medical and dependents coverage, hospitalization, surgical and comprehensive medical, etc.), sick leave, compensatory time, vacation leave, etc., consistent with the policies established by the VILLAGE in the VILLAGE'S "Personnel Manual".

**SECTION EIGHT: PERFORMANCE EVALUATION:** The Village Administrator shall establish an annual goal setting session and an annual evaluation session consistent with the "Personnel Evaluation Handbook" adopted by the Mayor and Board of Trustees.

**SECTION NINE RETIREMENT:** It is acknowledged that the VILLAGE is a member of and participates in the Illinois Municipal Retirement Fund (IMRF). The EMPLOYEE shall be entitled to the same benefits and consideration granted by the VILLAGE with respect to all other employees as provided by law.

**SECTION TEN: VACATION LEAVE:** EMPLOYEE shall be entitled to all vacation leave as provided for by the "Personnel Manual" of the VILLAGE OF WILLOWBROOK, with the following exceptions, amendments, and deviations: The DIRECTOR OF FINANCE shall be entitled to twenty-five (25) vacation days annually accruing on each anniversary date beginning June 1, 2021.

- a) For purposes of "Vacation Leave", as contained in Article 5.4(A)(1) of the "Personnel Manual", EMPLOYEE has served as a finance consultant since December 13, 2010; therefore,
- b) For purposes of "Vacation Computation", as contained in Article 5.4(C) of the "Personnel Manual", EMPLOYEE's anniversary date of employment, for this section only, shall be regarded as December 13, 2010 — the initial date the EMPLOYEE began serving as a finance consultant for the Village. (For all other employment purposes, and other provisions within this Agreement, the EMPLOYEE's anniversary date shall be the commencement date of the original term of employment of June 1, 2015.)
- e)a) Annual vacation time accruals, subsequent to the initial awarded vacation time, shall be awarded each December 13<sup>th</sup> thereafter, commencing on December 13, 2015, at which time EMPLOYEE will be awarded fifteen (15) additional vacation days annually. At December 13, 2020, EMPLOYEE will be awarded twenty (20) additional vacation days annually. At December 13, 2025, EMPLOYEE will be awarded twenty-five (25) additional vacation days annually.

**SECTION ELEVEN RESIDENCY:** It is hereby acknowledged that the EMPLOYEE currently resides [REDACTED] The VILLAGE expressly acknowledges that EMPLOYEE'S current residence is of such proximity to the VILLAGE that the EMPLOYEE can adequately perform all the duties of her office. During the term of this Agreement and any extensions thereof, the VILLAGE agrees that the EMPLOYEE'S current residence shall be deemed to satisfy any future residency requirements that the VILLAGE may adopt.

**SECTION TWELVE: INDEMNIFICATION:** The Village shall defend, save, hold harmless and indemnify the DIRECTOR OF FINANCE against any ~~tort~~-negligence actions, professional liability claims or demand or other legal action arising out of an alleged act or omission occurring in

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the performance of the DIRECTOR OF FINANCE'S duties, in accordance with and limited by applicable law. The Village may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The foregoing notwithstanding any such indemnity, hold harmless or defense of such claim or legal actions shall not extend to intentional or wilful or wanton actions by or on the part of the Finance Director.

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**PROFESSIONAL LIABILITY INSURANCE:** The parties agree that if the State of Illinois amends the Illinois Municipal Code to require Professional Liability Insurance or any similar coverage, the VILLAGE agrees to furnish, at its expense, professional liability insurance with liability limits at a minimum of One Million (\$1,000,000.00) Dollars, or to the extent permitted by law.

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**SECTION THIRTEENTWELVE: GENERAL PROVISIONS:**

A. This Agreement sets forth the entire understanding of the parties and may only be amended, modified, or terminated by a written instrument signed by the parties except as herein otherwise provided.

B. The EMPLOYEE acknowledges that the services to be rendered by her are unique and personal. Accordingly, the EMPLOYEE may not assign any of her rights or delegate any of her duties or obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of any successor governmental legal entity or successor elected VILLAGE officials which may assume and perform the duties of the VILLAGE and/or the elected officials thereof.

C. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and the Agreement may be enforced with that provision severed or as modified by the court.

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D. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

E. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

1. **VILLAGE** at:  
Village Administrator  
Village of Willowbrook  
835 Midway Drive  
Willowbrook, Illinois 60527
2. **EMPLOYEE** at:  
Caroline A. Dittman
3. To such other person or place which either party hereto by its prior written notice shall designate for notice to it from the other party hereto.

F. This Agreement is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 26<sup>th</sup> 40<sup>th</sup> day of ~~March~~ April, 2021~~17~~.

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**VILLAGE OF WILLOWBROOK, an  
Illinois Municipal Corporation**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

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Caroline A. Dittman

# VILLAGE OF WILLOWBROOK

## BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, AN EMPLOYMENT AGREEMENT WITH BRIAN PABST FOR THE EMPLOYMENT POSITION OF VILLAGE ADMINISTRATOR OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

**AGENDA NO. 14**

**AGENDA DATE: 4/26/21**

**STAFF REVIEW:** Brian Pabst, Village Administrator

SIGNATURE: \_\_\_\_\_

**LEGAL REVIEW:** Thomas Bastian, Village Attorney

SIGNATURE: \_\_\_\_\_

**RECOMMENDED BY:** Frank A. Trilla, Mayor

SIGNATURE: \_\_\_\_\_

**REVIEWED & APPROVED BY COMMITTEE:** YES  NO  N/A

### ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)

The attached Agreement provides terms for employment between Brian L. Pabst and the Village to serve in the capacity of Village Administrator effective May 1, 2021.

### ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

The attached Agreement contains the same general language as the prior agreement that was approved by the Board in May 2019, with the following exceptions:

1. **TERM:** effective May 1, 2021 and shall terminate on the last day of the Mayor's term unless sooner terminated by operation of law or as otherwise provided for in the Agreement.
2. **INDEMNIFICATION:** Language added to cover Village Administrator for professional liability insurance for acts that arose during employment as Village Administrator, but not for acts deemed illegal, etc. This coverage would extend past the date of termination or retirement with the Village.
3. **TERMINATION AND SEVERANCE PAY:** If terminated without cause, employee shall be given three (6) months of salary and benefits.
4. **SALARY:** Annual base salary of \$188,306 and annual adjustments based on the Village Pay Program.
5. **VACATION LEAVE AND BUY-BACK:** From 4 to 5 weeks of vacation with the ability to accrue all unused vacation to be paid out at the end of employment.
6. Other miscellaneous changes of a minor nature to be discussed with the Board.

### ACTION PROPOSED:

Adopt the Resolution.

**RESOLUTION NO. 21-R-\_\_\_\_\_**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE VILLAGE OF WILLOWBROOK, AN EMPLOYMENT AGREEMENT WITH BRIAN PABST FOR THE EMPLOYMENT POSITION OF VILLAGE ADMINISTRATOR OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS**

**BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that the employment agreement by and between the Village of Willowbrook and Brian Pabst for the employment position of Village Administrator of the Village of Willowbrook is hereby approved. A copy of said agreement is attached hereto as Exhibit “A” and made a part hereof.

**BE IT FURTHER RESOLVED** that the Village Mayor is authorized to execute said agreement and the Village Clerk is directed to attest to said signature.

PASSED and APPROVED this 26<sup>th</sup> day of April, 2021 by a ROLL CALL VOTE as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Frank A. Trilla, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Hahn, Village Clerk

**VILLAGE OF WILLOWBROOK**

**VILLAGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

**THIS AGREEMENT**, made and entered into this 26<sup>th</sup> day of April, 2021 and effective on May 10<sup>th</sup> 2021, by and between the VILLAGE OF WILLOWBROOK, an Illinois municipal corporation (sometimes hereinafter referred to as the “VILLAGE”) and Brian Pabst (sometimes hereinafter referred to as the “EMPLOYEE”):

**WITNESSETH:**

**WHEREAS**, the VILLAGE, to the extent permitted by law, desires to employ the services of EMPLOYEE as its Village Administrator as such position is provided for by the Village Code of Ordinances of the VILLAGE; and,

**WHEREAS**, it is the desire of the VILLAGE to provide certain benefits, establish certain conditions of employment and to set working conditions of said EMPLOYEE; and,

**WHEREAS**, the purpose of the Agreement is to:

1. Secure and retain the services of the EMPLOYEE as the Village’s Village Administrator and to provide inducement for him to remain in such employment;
2. To make possible full work productivity by assuring the EMPLOYEE’S morale and peace of mind with respect to future security;
3. To act as a deterrent against malfeasance or dishonesty for personal gain on the part of the EMPLOYEE;
4. To provide a just means of terminating the EMPLOYEE’S services with or without cause as the VILLAGE may desire; and,

**WHEREAS**, EMPLOYEE desires to be employed as the Village Administrator of the VILLAGE upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE,** in consideration of the foregoing recitals and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate, the parties hereto agree as follows:

**SECTION ONE: EMPLOYMENT:** Subject to the terms of this Agreement, the VILLAGE agrees to appoint the EMPLOYEE to the office of Village Administrator of the VILLAGE. The EMPLOYEE agrees to be employed as the Village Administrator of the VILLAGE and to perform the functions and duties of said office in accordance with the Village Code of Ordinances of the VILLAGE and any other ordinances, resolutions, rules and regulations, policies of the VILLAGE, and professional codes of ethics in effect as of the effective date of this Agreement, and those hereafter adopted or instituted by the VILLAGE as the case may be, pertaining to the duties and responsibilities of the Village Administrator and to perform such other legally permissible and proper duties and functions as the Mayor and/or Board of Trustees of the VILLAGE may, from time to time, assign. The EMPLOYEE shall attend such meetings and make such written and oral reports and recommendations as the Mayor and/or Village Board may require. He shall report directly to and follow such directions as the Village Mayor and/or Village Board shall provide. He shall maintain regular office hours as may from time to time be modified and approved by the Mayor.

**SECTION TWO: INDEMNIFICATION** The Village shall through its insurance carrier defend, save, hold harmless and indemnify the employee against any negligence actions, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of the duties as Village Administrator, and shall continue beyond Village Administrator's service to the Employer for any claim that arose during the Village Administrator's tenure, in accordance with and limited by applicable law. The Village may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The foregoing not

withstanding any such indemnity, hold harmless or defense of such claims or legal actions shall not extend to intentional or wilful and wanton actions by or on the part of the Village Administrator.

**SECTION THREE: TERM, EXTENSION & ELECTION:** The term of this Agreement shall commence effective as of May \_\_\_, 2021, and shall terminate on the last day of the term of the incumbent Village Mayor unless sooner terminated by operation of law or as otherwise provided for in this Agreement. Notwithstanding the conclusion of the said term of this Agreement solely by reason of the expiration of the incumbent Village Mayor's full term of office, the parties hereto agree that the said term of Agreement may, by an executed, written Addendum to this Agreement, be extended by the parties for one additional period not to exceed sixty (60) calendar days to allow for their possible execution of a new Employment Agreement. In the event that no such new Employment Agreement is reached and entered into by the parties within said additional period, then the VILLAGE's employment of the EMPLOYEE as its Village Administrator shall, without more, cease and terminate.

**SECTION FOUR: TERMINATION AND SEVERANCE PAY:**

A. It is expressly understood and agreed that the employment status of the EMPLOYEE is not subject to the jurisdiction of Title 12, Chapter 2, of the Village Code of the VILLAGE OF WILLOWBROOK.

B. Notwithstanding any provision in this Agreement to the contrary, the VILLAGE shall have the absolute right, by a majority vote of the corporate authorities of the VILLAGE, to terminate the services of the EMPLOYEE with or without cause at any time and for any reason whatsoever, and without any due process hearing that might be required by law or otherwise, subject only to subparagraph C of this SECTION FOUR.

For the purposes of this subparagraph B, the following events shall be deemed to be a termination of the services of the EMPLOYEE on the day of such occurrence:

1.Should the VILLAGE expressly terminate or otherwise remove the EMPLOYEE from his position as Village Administrator without cause;

2.Should the VILLAGE, without the EMPLOYEE'S consent, at any time during the term of this Agreement reduce the salary or other financial benefits of the EMPLOYEE in a greater percentage than that applicable across the board for all VILLAGE employees;

3.Should the VILLAGE, upon the written demand of the EMPLOYEE, fail or refuse to comply with any of the terms of this Agreement;

4.Should the EMPLOYEE resign following a recommendation by the corporate authorities of the Village that he resign; and,

5.Should the VILLAGE fail to execute an Extension Addendum to this Agreement and a new Employment Agreement following the expiration of the incumbent Mayor's full term of office in accordance with the terms, conditions and provisions of SECTION ONE hereinabove.

C. If the EMPLOYEE is terminated by the VILLAGE pursuant to any of the provisions of paragraphs one (1) through four (4) of subparagraph B in this section, the VILLAGE agrees to pay EMPLOYEE as severance pay, within thirty (30) days of the date of said termination, a lump sum cash payment equal to six (6) months of the EMPLOYEE'S annual base salary. In addition, the VILLAGE agrees to maintain, in full force and effect, to the extent permitted by law, all benefits identified in Section Ten of this Agreement for a period of six (6) months from and after the date of said termination.

Notwithstanding the foregoing, the VILLAGE shall not be obligated to pay the severance pay and severance benefits provided for hereinabove if any such termination is preceded by six (6) months prior written notice to the EMPLOYEE by the VILLAGE.

D. Notwithstanding the provisions contained in subparagraphs B and C above, the Mayor and Board of Trustees of the VILLAGE, by a majority vote of the corporate authorities of the Village, shall have the right to terminate the EMPLOYEE should the EMPLOYEE abandon his position. The term "abandon" shall, for purposes of this subparagraph, mean actions by the EMPLOYEE evidencing his

voluntary, intentional relinquishment of the position. The term “abandon” shall not mean the EMPLOYEE’S:

- Inability to perform the duties and responsibilities of his position due to illness or injury;
- Refusal to take any action or perform any duty or responsibility of his position due to his good faith belief that doing so would violate a legal, moral or ethical obligation; and,
- Unauthorized or unexcused absence from Village Hall, unless such absence exceeds three (3) consecutive days.

In addition, this subparagraph is not intended to authorize the termination of the EMPLOYEE due to personality conflict or differences in management style or philosophy.

In the event of a termination of the EMPLOYEE pursuant to this subparagraph D, the VILLAGE shall not be obliged to pay the severance pay nor to provide the severance benefits provided in subparagraph C above.

E. Notwithstanding the provisions contained in subparagraphs B and C above, the Mayor and Board of Trustees of the VILLAGE, by a majority vote of the corporate authorities of the Village, shall have the right to terminate the EMPLOYEE should the EMPLOYEE be convicted of an illegal act misdemeanor related to or arising out of the course of Administrator’s employment with the Village (felony) involving personal gain to himself or otherwise, if, in the opinion of the Mayor and Board of Trustees, such conviction would have an adverse effect upon the VILLAGE. In the event of such a termination due to a felony conviction, the VILLAGE shall not be obliged to pay the severance pay nor to provide the severance benefits provided herein.

Further, in the event the EMPLOYEE shall be indicted or arrested for any felony or charged with any misdemeanor violation of any federal or state criminal law or statute which, in the opinion of the Mayor and Board of Trustees of the VILLAGE, would reflect unfavorably upon said VILLAGE, or in any way interfere with his ability to discharge the duties of his employment, then the VILLAGE may request

and, upon such a request, the EMPLOYEE shall accept a leave of absence **without pay** pending a final determination of the criminal charges brought against said EMPLOYEE. Should the EMPLOYEE be cleared of all wrongdoing in connection therewith, he shall be restored to his position and all amounts of back pay withheld shall be promptly paid to him. Should the EMPLOYEE plead or be found guilty of any such felony violation, or should any such violation be dismissed or otherwise compromised in consideration for testimony or other evidence, then he shall forfeit his position as the Village Administrator of the VILLAGE OF WILLOWBROOK, together with any right or privilege attendant thereto, including any back pay which may have been withheld subsequent to his indictment or arrest.

F. Notwithstanding any provision in this Agreement to the contrary, the EMPLOYEE shall have the right to voluntarily resign any time from his employment with the VILLAGE. In the event EMPLOYEE voluntarily resigns from his employment with the VILLAGE before the expiration of this Agreement, the EMPLOYEE shall give the VILLAGE thirty (30) days prior written notice of his intent to resign. Further, and in the event of resignation, the EMPLOYEE shall be entitled to severance pay or to severance benefits as set forth in subparagraph C above.

G. Notwithstanding the provisions contained in subparagraphs B and C above, the Mayor and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should any complaint of malfeasance, misfeasance or any complaint of sexual harassment filed against the EMPLOYEE during the term of this Agreement be substantiated by a court having jurisdiction.

In the event of such termination, the VILLAGE shall not be obligated to pay the severance pay nor to provide the severance benefits provided in subparagraph C above.

H. The EMPLOYEE acknowledges that he has had the opportunity to review the terms of this Agreement with an attorney of his own choosing, prior to the execution of this Agreement and EMPLOYEE fully understands each and every term of this Agreement.

**SECTION FIVE: SALARY:** The VILLAGE hereby agrees to pay EMPLOYEE for services to be rendered under this Agreement and **EMPLOYEE hereby accepts an annual base salary of**

One Hundred eighty-eighty Thousand, three hundred and six Dollars (\$188,306) per year beginning May 1, 2021, payable in installments at the same pay periods other employees of the VILLAGE are paid. The VILLAGE further agrees to pay EMPLOYEE each subsequent yearly pay raise as indicated on the “employee pay plan” adopted by the Mayor and Board of Trustees in October 2020.

**SECTION SIX: EXTENT OF SERVICES - OUTSIDE ACTIVITIES:** EMPLOYEE shall devote his entire time, attention and energies to the VILLAGE’S business and shall not during the term of this Agreement be engaged in any other business, teaching or consulting activity for gain, profit or other pecuniary advantage, without the expressed prior approval of the Mayor and Board of Trustees.

**SECTION SEVEN: MOTOR VEHICLE ALLOWANCE:** The EMPLOYEE’S duties require the use of an automobile. The Village agrees to pay to the EMPLOYEE, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of Five-Hundred Dollars (\$500.00) per month, payable monthly, as a vehicle allowance to be used to purchase, lease or own, operate and maintain a vehicle. The EMPLOYEE shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle (minimum liability coverage of \$100,000 bodily injury per person, \$300,000 bodily injury per occurrence, \$100,000 property damage and \$300,000 bodily injury and property damage liability combined single limit), a copy of paid insurance premiums shall be provide to the Village Clerk. EMPLOYEE shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair and regular replacement of said vehicle. The EMPLOYEE shall maintain the motor vehicle in good repair and suitable appearance. **The Employee understands and acknowledges that such stipend may be taxable to the Employee for purposes of federal and State of Illinois income taxes, and other tax liability expressly agrees to be solely responsible for payment of any such taxes without continuation of the part of the Village.**

**SECTION EIGHT: COMMUNICATION:** The EMPLOYEE’S duties require the EMPLOYEE to communicate with persons from locations and at times when the EMPLOYEE is not present in the Village’s offices and to have access to the internet from locations away from the Village offices. The

Village shall provide the EMPLOYEE a cellular telephone for business use and occasional personal use consistent with the provisions of the Village's Personnel Manual on the Village cellular telephone plan and a laptop computer to conduct Village business.

**SECTION NINE: EMPLOYEE'S EXPENSES:**

A. The VILLAGE shall annually appropriate and budget an amount of money for the purpose of defraying the hereinafter itemized expenses of the EMPLOYEE as the Village Administrator. The amount so appropriated and budgeted shall be left to the sound discretion of the Mayor and Board of Trustees of the Village of Willowbrook. The amount to be appropriated and budgeted shall include, but not by way of limitation, allocations for the following expenses:

B. Professional dues and subscription expenses for the ICC, ICMA, APWA , AWWA and other subscriptions of the EMPLOYEE necessary and desirable for his continued professional education, growth and advancement and for the good of the VILLAGE.

C. Consistent with state law and the Village Travel and Reimbursement Policy, travel and subsistence expenses including, but not by way of limitation, traveling expenses, registration fees, lodging, meals and other business expenses so as to enable the EMPLOYEE to attend Federal, State, regional or local seminars, conferences, short courses or institutes reasonably necessary for his professional development or for the conduct of the official business for the Village of Willowbrook as approved by the Mayor and Village Board.

**SECTION TEN: BENEFITS:**

A. The VILLAGE agrees to provide EMPLOYEE and his dependents all benefits on the same basis and to the same extent such benefits are enjoyed by all other management personnel of the VILLAGE, including, but not limited to, insurance (life, accident and sickness disability income benefits, major medical and dependents coverage, hospitalization, surgical and comprehensive medical, etc.), sick leave, compensatory time, vacation leave, etc., consistent with the policies established by the VILLAGE in the VILLAGE'S "Personnel Manual".

B. Vacation Leave: EMPLOYEE shall be provided with twenty (25) days of vacation leave vesting on May 1, 2021.

The foregoing, notwithstanding all additional vacation leave accruals, after the second year of EMPLOYEE'S employment with the Village, and usage, shall be in accord with the provisions of the Village's "Personnel Manual" except that the EMPLOYEE may accrue unlimited vacation time to be paid out within 30 days of the end of employment. COVID has limited the EMPLOYEE'S ability to take vacation time.

**SECTION ELEVEN: PERFORMANCE EVALUATION:** The Board in conjunction with the Village Administrator, shall establish an annual evaluation session. Village goals are prioritized and changed periodically as events occur during any given year; therefore, they will be discussed with the Mayor monthly.

**SECTION TWELVE: RETIREMENT:** It is acknowledged that the VILLAGE is a member of and participates in the Illinois Municipal Retirement Fund (IMRF). The EMPLOYEE shall be entitled to the same benefits and consideration granted by the VILLAGE with respect to all other employees as provided by law unless covered in this contract, at which time, the contract shall supersede the personnel manual

**SECTION THIRTEEN: VACATION LEAVE & BUY-BACK:** Except as otherwise provided in this contract, EMPLOYEE shall be entitled to all vacation leave as provided for by the "Personnel Manual" of the VILLAGE OF WILLOWBROOK.

**SECTION FOURTEEN: RESIDENCY:** It is hereby acknowledged that the EMPLOYEE currently resides at . The VILLAGE expressly acknowledges that EMPLOYEE'S current residence is of such proximity to the VILLAGE that the EMPLOYEE can adequately perform all the duties of his office. During the term of this Agreement and any extensions thereof, the VILLAGE agrees that the EMPLOYEE'S current residence shall be deemed to satisfy any future residency requirements that the VILLAGE may adopt.

Notwithstanding the foregoing, the EMPLOYEE agrees not to relocate his permanent residence a further distance from the corporate limits of the VILLAGE OF WILLOWBROOK than his current residence at  without the approval of the Mayor and Board of Trustees.

**SECTION FIFTEEN: GENERAL PROVISIONS:**

A. This Employment Agreement sets forth the entire understanding of the parties and may only be amended, modified or terminated by a written instrument signed by the parties except as herein otherwise provided. This Agreement entirely supplants all other prior Employment Agreements between the parties.

B. The EMPLOYEE acknowledges that the services to be rendered by him are unique and personal. Accordingly, the EMPLOYEE may not assign any of his rights or delegate any of his duties or obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of any successor governmental legal entity or successor elected VILLAGE officials which may assume and perform the duties of the VILLAGE and/or the elected officials thereof.

C. **SURRENDER OF VILLAGE PROPERTY.** Upon the termination of the EMPLOYEE'S employment with the Village, regardless of cause therefor, the EMPLOYEE shall promptly surrender to the Village all property provided to him by the Village for use in relation to his employment.

D. **APPLICATION OF THE PERSONNEL MANUAL.** The Village's Personnel Manual shall be applicable to the employment of the EMPLOYEE except to the extent that it is in conflict with a provision of this Agreement, in which case the specific provision of this Agreement shall control.

E. **STATEMENT OF ECONOMIC INTERESTS.** The EMPLOYEE shall annually file with the office of the Illinois Secretary of State a verified written Statement of Economic Interests pursuant to Article 4A entitled "Disclosure of Economic Interests" of the Illinois Governmental Ethics Act, (5 ILCS 420/4A-101 *et seq.*)

F. **CONFIDENTIALITY.** The EMPLOYEE shall hold in a fiduciary capacity for the benefit of the Village all information, knowledge or data of the Village, its business, and its operations, obtained by

the EMPLOYEE during his employment, which is not subject to disclosure under the provisions of the Illinois Freedom of Information Act (5 ILCS 140/1-11 *et seq.*) and which is not generally known to the public. The EMPLOYEE shall not disclose or make use of, for his own benefit, for the benefit of another or for the benefits of any entity any confidential information, knowledge or data of the Village, its business or its operations which is not subject to disclosure under the provisions of the Illinois Freedom of Information Act (5 ILCS 140/1-11 *et seq.*) and which is not generally known to the public.

G. **OFFICIAL BOND.** Pursuant to Section 5-3-8 and 5-3-9 of the Illinois Municipal Code (65 ILCS 5/5-3-8 and 5-3-9) and the Code of Ordinances, Village of Willowbrook, Illinois, the EMPLOYEE shall execute and file with the Village Clerk a bond with a surety company authorized to do business in Illinois under the laws of Illinois, payable to the Village in the amount of Ten Thousand Dollars (\$10,000) conditioned upon the faithful performance of the duties of the offices of EMPLOYEE of the Village and the payment of all monies received by the EMPLOYEE, according to law and the ordinances of the Village. The security of the bond is hereby approved by the Village. Pursuant to Section 1 of the Official Bond Payment Act (5 ILCS 270/1) and ILCS 5/5-3-8 and 5-3-9), the Village shall pay the full cost of the bond. The Intergovernmental Risk Management Agency shall provide such bond, if the agency is willing to provide such bond and the Village continues to be a member thereof. Should the Intergovernmental Risk Management Agency be unwilling to provide such bond or if the Village discontinues membership in the Intergovernmental Risk Management Agency, the Village shall arrange for the issuance of an official bond for the EMPLOYEE. The Village shall, on behalf of Employee, pay the cost of said bond.

H. **CERTIFICATIONS.** The EMPLOYEE shall submit to the Village a certification, attached hereto as Exhibit "A," that the Village Administrator:

1. Is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

2. Is not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

3. Certifies that no officer or employee of the Village has solicited from the EMPLOYEE any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of the Code of Ordinances of Willowbrook, Illinois, adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act;

4. Has not given to any officer or employee of the Village any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Village Administrator in violation of the Code of Ordinances of Willowbrook, Illinois, adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act;

5. Is not a person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224), and he is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person;

6. Is not, directly or indirectly, engaged in, and is not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person;

7. Is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United State Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential

Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and he is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

I. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and this Agreement may be enforced with that provision severed or as modified by the court.

J. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

K. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

1. **VILLAGE** at:  
Village Mayor  
Village of Willowbrook  
835 Midway Drive  
Willowbrook, Illinois 60527

2. **EMPLOYEE** at:  
Mr. Brian Pabst

3. To such other person or place which either party hereto by its prior written notice shall designate for notice to it from the other party hereto.

L. This Agreement is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

*IN WITNESS WHEREOF*, the parties hereto have set their hands and seal this 26<sup>th</sup> day of April, 2021.

**VILLAGE OF WILLOWBROOK,  
an Illinois Municipal Corporation**

By: \_\_\_\_\_  
**Village Mayor**

**ATTEST:**

\_\_\_\_\_  
**Village Clerk**

**EMPLOYEE:**

\_\_\_\_\_  
**Brian Pabst**

**EXHIBIT "B"**

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) ss.  
VILLAGE OF WILLOWBROOK, ILLINOIS )

**CERTIFICATE OF APPOINTMENT**

TO: Leroy Hanson, Village Clerk

I, Frank Trilla, Mayor of the Village of Willowbrook, DuPage County, Illinois, do hereby certify that Brian Pabst, has been duly appointed by me with the advice and consent of the Board of Trustees on the \_\_\_\_ day of May, 2021 to the office of Village Administrator of the Village of Willowbrook, Illinois, effective on the \_\_\_\_\_ day of May, 2021 for an indefinite term not to exceed that of the current Mayor of the Village of Willowbrook and until his successor shall have been duly appointed and qualified.

Given under my hand and the Corporate Seal of Willowbrook, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Frank Trilla, Mayor of the  
Village of Willowbrook, Illinois

**EXHIBIT "C"**

**VILLAGE OF WILLOWBROOK, ILLINOIS**

**OATH OF OFFICE**

I, Brian Pabst, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Illinois and that I will faithfully discharge the duties of Village Administrator of the Village of Willowbrook to the best of my ability.

Administered and sworn at Willowbrook, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2021.

---

Brian Pabst

## EXHIBIT "D"

### CERTIFICATION

The certifications hereinafter made by Brian Pabst are each a material representation of fact upon which reliance is placed by the Village of Willowbrook (the "Village") in entering into the Village Administrator Employment Agreement with Brian Pabst. The Village may terminate the Village Administrator Employment Agreement if it is later determined that Brian Pabst rendered a false or erroneous certification.

I, Brian Pabst, hereby certify, represent and warrant to the Village that:

(A) I am not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

(B) I am not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

(C) No officer or employee of the Village has solicited from the Village Administrator any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of the Code of Ordinances of Willowbrook, Illinois adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act;

(D) I have not given to any officer or employee of the Village any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Village Administrator in violation of the Code of Ordinances of Willowbrook, Illinois adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act;

(E) I am not a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224), and I am not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person;

(F) I am not, directly or indirectly, engaged in and am not facilitating the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person; and

(G) I am not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United State Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and I am not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.



**VILLAGE OF WILLOWBROOK**  
**VILLAGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made and entered into this ~~10<sup>th</sup>~~<sup>26<sup>th</sup></sup> day of ~~May~~<sup>April</sup>, 2021~~19~~ and effective on ~~May 10<sup>th</sup>, 2021~~<sup>as of the 1st day of July, 2021</sup>~~19~~, by and between the VILLAGE OF WILLOWBROOK, an Illinois municipal corporation (sometimes hereinafter referred to as the "VILLAGE") and Brian Pabst (sometimes hereinafter referred to as the "EMPLOYEE"):

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**WITNESSETH:**

**WHEREAS**, the VILLAGE, to the extent permitted by law, desires to employ the services of EMPLOYEE as its Village Administrator as such position is provided for by the Village Code of Ordinances of the VILLAGE; and,

**WHEREAS**, it is the desire of the VILLAGE to provide certain benefits, establish certain conditions of employment and to set working conditions of said EMPLOYEE; and,

**WHEREAS**, the purpose of the Agreement is to:

1. Secure and retain the services of the EMPLOYEE as the Village's Village Administrator and to provide inducement for him to remain in such employment;
2. To make possible full work productivity by assuring the EMPLOYEE'S morale and peace of mind with respect to future security;
3. To act as a deterrent against malfeasance or dishonesty for personal gain on the part of the EMPLOYEE;
4. To provide a just means of terminating the EMPLOYEE'S services with or without cause as the VILLAGE may desire; and,

**WHEREAS**, EMPLOYEE desires to be employed as the Village Administrator of the VILLAGE upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate, the parties hereto agree as follows:

**SECTION ONE: EMPLOYMENT:** Subject to the terms of this Agreement, the VILLAGE agrees to appoint the EMPLOYEE to the office of Village Administrator of the VILLAGE. The EMPLOYEE agrees to be employed as the Village Administrator of the VILLAGE and to perform the functions and duties of said office in accordance with the Village Code of Ordinances of the VILLAGE and any other ordinances, resolutions, rules and regulations, policies of the VILLAGE, and professional codes of ethics in effect as of the effective date of this Agreement, and those hereafter adopted or instituted by the VILLAGE as the case may be, pertaining to the duties and responsibilities of the Village Administrator and to perform such other legally permissible and proper duties and functions as the Mayor and/or Board of Trustees of the VILLAGE may, from time to time, assign. The EMPLOYEE shall attend such meetings and make such written and oral reports and recommendations as the Mayor and/or Village Board may require. He shall report directly to and follow such directions as the Village Mayor and/or Village Board shall provide. He shall maintain regular office hours as may from time to time be modified and approved by the Mayor.

SECTION TWO: INDEMNIFICATION

The Village shall through its insurance defend ~~carrier defend~~, save, hold harmless and indemnify the employee against any tort ~~any negligence actions~~, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of the duties ~~the duties as as~~ Village Administrator, and shall continue beyond Employee's Village Administrator's ~~Chief of Police's Village Administrator's~~ service to the Employer for any claim that arose during the Chief of Police's Village Administrator's ~~Chief of Police's Village Administrator's~~ tenure, in accordance with and limited by applicable law. The Village may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The foregoing notwithstanding any such indemnity, hold harmless or defense of such claims or legal actions shall not extend to intentional or wilful and wanton actions by or on the part of the Village Administrator.

Professional Liability Insurance:

The parties agree that if the State of Illinois amends the Illinois Municipal Code to require Professional Liability Insurance or any similar coverage, the VILLAGE agrees to furnish, at its expense,

~~professional liability insurance with liability limits at a minimum of Two Million (\$2,000,000) Dollars, or to the extent permitted by law.~~

**SECTION THREE: TERM, EXTENSION & ELECTION:** The term of this Agreement shall commence effective as of ~~May~~ July 1, 2021~~19~~, and shall terminate on the last day of the term of the incumbent Village Mayor unless sooner terminated by operation of law or as otherwise provided for in this Agreement. Notwithstanding the conclusion of the said term of this Agreement solely by reason of the expiration of the incumbent Village Mayor's full term of office, the parties hereto agree that the said term of Agreement may, by an executed, written Addendum to this Agreement, be extended by the parties for one additional period not to exceed sixty (60) calendar days to allow for their possible execution of a new Employment Agreement. In the event that no such new Employment Agreement is reached and entered into by the parties within said additional period, then the VILLAGE's employment of the EMPLOYEE as its Village Administrator shall, without more, cease and terminate.

**SECTION ~~THREE~~FOUR: TERMINATION AND SEVERANCE PAY:**

A. It is expressly understood and agreed that the employment status of the EMPLOYEE is not subject to the jurisdiction of Title 12, Chapter 2, of the Village Code of the VILLAGE OF WILLOWBROOK.

B. Notwithstanding any provision in this Agreement to the contrary, the VILLAGE shall have the absolute right, by a majority vote of the corporate authorities of the VILLAGE, to terminate the services of the EMPLOYEE with or without cause at any time and for any reason whatsoever, and without any due process hearing that might be required by law or otherwise, subject only to subparagraph C of this SECTION ~~THREE~~FOUR.

For the purposes of this subparagraph B, the following events shall be deemed to be a termination of the services of the EMPLOYEE on the day of such occurrence:

1. Should the VILLAGE expressly terminate or otherwise remove the EMPLOYEE from his position as Village Administrator without cause;
2. Should the VILLAGE, without the EMPLOYEE'S consent, at any time during the term of this Agreement reduce the salary or other financial benefits of the EMPLOYEE in a greater percentage than that applicable across the board for all VILLAGE employees;
3. Should the VILLAGE, upon the written demand of the EMPLOYEE, fail or refuse to comply with any of the terms of this Agreement;
4. Should the EMPLOYEE resign following a recommendation by the corporate authorities of the Village that he resign; and,
5. Should the VILLAGE fail to execute an Extension Addendum to this Agreement and a new Employment Agreement following the expiration of the incumbent Mayor's full term of office in accordance with the terms, conditions and provisions of SECTION ~~TWO-ONE~~ hereinabove.

C. If the EMPLOYEE is terminated by the VILLAGE pursuant to any of the provisions of paragraphs one (1) through four (4) of subparagraph B ~~above~~in this section, the VILLAGE agrees to pay EMPLOYEE as severance pay, within thirty (30) days of the date of said termination, a lump sum cash payment equal to ~~six-~~ (6) months of the EMPLOYEE'S annual base salary, ~~for each full year of service to the Village up to a maximum of six (6) months of severance pay.~~ In addition, the VILLAGE agrees to maintain, in full force and effect, to the extent permitted by law, all benefits identified in Section ~~Eight-Ten~~ of this Agreement for a period of ~~six-~~(~~six~~ (64) months from and after the date of said termination, ~~plus an additional one (1) month's benefits for each completed year of full time~~

~~employment with the VILLAGE, together not to exceed a maximum of six (6) months benefits, or until EMPLOYEE has obtained new employment, whichever first occurs.~~

Notwithstanding the foregoing, the VILLAGE shall not be obligated to pay the severance pay and severance benefits provided for hereinabove if any such termination is preceded by six (6) months prior written notice to the EMPLOYEE by the VILLAGE.

D. Notwithstanding the provisions contained in subparagraphs B and C above, the Mayor and Board of Trustees of the VILLAGE, by a majority vote of the corporate authorities of the Village, shall have the right to terminate the EMPLOYEE should the EMPLOYEE abandon his position. The term "abandon" shall, for purposes of this subparagraph, mean actions by the EMPLOYEE evidencing his voluntary, intentional relinquishment of the position. The term "abandon" shall not mean the EMPLOYEE'S:

- Inability to perform the duties and responsibilities of his position due to illness or injury;
- Refusal to take any action or perform any duty or responsibility of his position due to his good faith belief that doing so would violate a legal, moral or ethical obligation; and,
- Unauthorized or unexcused absence from Village Hall, unless such absence exceeds three (3) consecutive days.

In addition, this subparagraph is not intended to authorize the termination of the EMPLOYEE due to personality conflict or differences in management style or philosophy.

In the event of a termination of the EMPLOYEE pursuant to this subparagraph D, the VILLAGE shall not be obliged to pay the severance pay nor to provide the severance benefits provided in subparagraph C above.

E. Notwithstanding the provisions contained in subparagraphs B and C above, the Mayor and Board of Trustees of the VILLAGE, by a majority vote of the corporate authorities of the Village, shall have the right to terminate the EMPLOYEE should the EMPLOYEE be convicted of an illegal act misdemeanor related to or arising out of the course of Administrator's employment with the Village (~~misdemeanor or otherwise~~felony) involving personal gain to himself or otherwise, if, in the opinion of the Mayor and Board of Trustees, such conviction would have an adverse effect upon the VILLAGE. In the event of such a termination due to a felony conviction, the VILLAGE shall not be obliged to pay the severance pay nor to provide the severance benefits provided herein.

Further, in the event the EMPLOYEE shall be indicted or arrested for ~~the any felony or~~ charged with any misdemeanor violation of any federal or state criminal law or statute which, in the opinion of the Mayor and Board of Trustees of the VILLAGE, would reflect unfavorably upon said VILLAGE, or in any way interfere with his ability to discharge the duties of his employment, then the VILLAGE may request and, upon such a request, the EMPLOYEE shall accept a leave of absence **without pay** pending a final determination of the criminal charges brought against said EMPLOYEE.

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Should the EMPLOYEE be cleared of all wrongdoing in connection therewith, he shall be restored to his position and all amounts of back pay withheld shall be promptly paid to him. Should the EMPLOYEE plead or be found guilty of any such felony violation, or should any such violation be dismissed or otherwise compromised in consideration for testimony or other evidence, then he shall forfeit his position as the Village Administrator of the VILLAGE OF WILLOWBROOK, together with any right or privilege attendant thereto, including any back pay which may have been withheld subsequent to his indictment or arrest.

F. Notwithstanding any provision in this Agreement to the contrary, the EMPLOYEE shall have the right to voluntarily resign any time from his employment with the VILLAGE. In the event EMPLOYEE voluntarily resigns from his employment with the VILLAGE before the expiration of this

Agreement, the EMPLOYEE shall give the VILLAGE thirty (30) days prior written notice of his intent to resign. Further, and in the event of resignation, the EMPLOYEE shall ~~not~~ be entitled to severance pay or to severance benefits as set forth in subparagraph C above.

G. Notwithstanding the provisions contained in subparagraphs B and C above, the Mayor and Board of Trustees of the VILLAGE shall have the right to terminate the EMPLOYEE should any complaint of malfeasance, misfeasance or any complaint of sexual harassment filed against the EMPLOYEE during the term of this Agreement be substantiated by a court having jurisdiction. ~~the Mayor and Village Board of Trustees.~~

In the event of such termination, the VILLAGE shall not be obligated to pay the severance pay nor to provide the severance benefits provided in subparagraph C above.

~~H. The EMPLOYEE expressly waives any rights to a due process hearing with respect to any termination or other disciplinary action, whether required by law or otherwise, including those provided by the Village Code.~~

~~I.H.~~ The EMPLOYEE acknowledges that he has had the opportunity to review the terms of this Agreement with an attorney of his own choosing, prior to the execution of this Agreement and EMPLOYEE fully understands each and every term of this Agreement.

**SECTION FOURFIVE: SALARY:**

The VILLAGE hereby agrees to pay EMPLOYEE for services to be rendered under this Agreement and EMPLOYEE hereby accepts an annual base salary of One Hundred ~~eighty-eighty~~ Sixty-Five Thousand, three hundred and six Dollars (~~\$188,306~~165,000.00) per year beginning May 1, 2021, payable in installments at the same pay periods other employees of the VILLAGE are paid. The VILLAGE further agrees to pay EMPLOYEE each subsequent yearly pay raise as indicated on the "employee pay plan" ~~review and consider increasing EMPLOYEE'S said annual base salary in~~

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~~accordance with the guidelines set forth in the "Pay Plan"~~ adopted by the Mayor and Board of Trustees in October 2020.

**SECTION ~~SIXTY~~SIX: EXTENT OF SERVICES - OUTSIDE ACTIVITIES:**

EMPLOYEE shall devote his entire time, attention and energies to the VILLAGE'S business and shall not during the term of this Agreement be engaged in any other business, teaching or consulting activity ~~whether or not such activity is pursued~~ for gain, profit or other pecuniary advantage, without the expressed prior approval of the Mayor and Board of Trustees.

**SECTION ~~SEVENTY~~SEVEN: MOTOR VEHICLE ALLOWANCE:** The

EMPLOYEE'S duties require the use of an automobile. The Village agrees to pay to the EMPLOYEE, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of Five-Hundred Dollars (\$500.00) per month, payable monthly, as a vehicle allowance to be used to purchase, lease or own, operate and maintain a vehicle. The EMPLOYEE shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle (minimum liability coverage of \$100,000 bodily injury per person, \$300,000 bodily injury per occurrence, \$100,000 property damage and \$300,000 bodily injury and property damage liability combined single limit), a copy of paid insurance premiums shall be provide to the Village Clerk. EMPLOYEE shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair and regular replacement of said vehicle. The EMPLOYEE shall maintain the motor vehicle in good repair and suitable appearance. The Employee understands and acknowledges that such stipend may be taxable to the Employee for purposes of federal and State of Illinois income taxes, and other tax liability expressly agrees to be solely responsible for payment of any such taxes without continuation of the part of the Village.

**SECTION ~~EIGHTY~~EIGHTSEVEN: COMMUNICATION:** The EMPLOYEE'S duties

require the EMPLOYEE to communicate with persons from locations and at times when the

EMPLOYEE is not present in the Village's offices and to have access to the internet from locations away from the Village offices. The Village shall provide the EMPLOYEE a cellular telephone for business use and occasional personal use consistent with the provisions of the Village's Personnel Manual on the Village cellular telephone plan and a laptop computer to conduct Village business.

**SECTION ~~NINENINE~~EIGHT: EMPLOYEE'S EXPENSES:**

A. The VILLAGE shall annually appropriate and budget an amount of money for the purpose of defraying the hereinafter itemized expenses of the EMPLOYEE as the Village Administrator. The amount so appropriated and budgeted shall be left to the sound discretion of the Mayor and Board of Trustees of the Village of Willowbrook. The amount to be appropriated and budgeted shall include, but not by way of limitation, allocations for the following expenses:

B. Professional dues and subscription expenses for the ICC, ICMA, APWA , AWWA and other subscriptions of the EMPLOYEE necessary and desirable for his continued professional education, growth and advancement and for the good of the VILLAGE.

C. Consistent with state law and the Village Travel and Reimbursement Policy, travel and subsistence expenses including, but not by way of limitation, traveling expenses, registration fees, lodging, meals and other business expenses so as to enable the EMPLOYEE to attend Federal, State, regional or local seminars, conferences, short courses or institutes reasonably necessary for his professional development or for the conduct of the official business for the Village of Willowbrook as approved by the Mayor and Village Board.

**SECTION ~~TENTEN~~NINE: BENEFITS:**

A. The VILLAGE agrees to provide EMPLOYEE and his dependents all benefits on the same basis and to the same extent such benefits are enjoyed by all other management personnel of the VILLAGE, including, but not limited to, insurance (life, accident and sickness disability income benefits, major medical and dependents coverage, hospitalization, surgical and comprehensive

medical, etc.), sick leave, compensatory time, vacation leave, etc., consistent with the policies established by the VILLAGE in the VILLAGE'S "Personnel Manual".

B. Vacation Leave: EMPLOYEE shall be provided with twenty (25~~0~~) days of vacation leave vesting ~~on May 1, 2021. on day one (1) of his employment. In addition, EMPLOYEE shall receive an additional ten (10) days of vacation leave during his first year of employment only. Said additional ten (10) day vacation leave must be used in the 2019 calendar year and may not be carried over into the 2020 calendar year nor be subject to vacation leave buy back.~~

The foregoing, notwithstanding all additional vacation leave accruals, after the ~~second~~<sup>first</sup> year of EMPLOYEE'S employment with the Village, and usage, shall be in accord with the provisions of the Village's "Personnel Manual" ~~except that the EMPLOYEE may accrue unlimited vacation time to be paid out within 30 days of the end of employment. COVID has limited the EMPLOYEE'S ability to take vacation time.~~

**SECTION ~~ELEVENELEVENTEN~~:** **PERFORMANCE EVALUATION:** ~~As Village Administrator, the Board EMPLOYEE in conjunction with the Village Administrator, Administrator shall establish an annual goal setting session and an annual evaluation session, consistent with the "Personnel Evaluation Handbook" adopted by the Mayor and Board of Trustees. Village goals are prioritized and changed periodically as events occur during any given year; therefore, they will be discussed with the Mayor monthly.~~

**SECTION ~~TWELVETWELVEELEVEN~~:** **RETIREMENT:** It is acknowledged that the VILLAGE is a member of and participates in the Illinois Municipal Retirement Fund (IMRF). The EMPLOYEE shall be entitled to the same benefits and consideration granted by the VILLAGE with respect to all other employees as provided by law ~~unless covered in this contract, at which time, the contract shall supersede the personnel manual.~~

**SECTION THIRTEEN THIRTEEN TWELVE: VACATION LEAVE & BUY-BACK:**

Except as ~~otherwise provided~~ otherwise provided in this contract ~~SECTION NINE (B)~~, EMPLOYEE shall be entitled to all vacation leave as provided for by the "Personnel Manual" of the VILLAGE OF WILLOWBROOK. ~~Further, in consideration of the EMPLOYEE'S status as the VILLAGE's Administrator and the Personnel Manual's existing allowance of a one (1) week "cash in" proviso for accrued vacation time by VILLAGE personnel whose vacation leave cannot be taken without an adverse effect on workload responsibilities.~~

**SECTION FOURTEEN FOURTEEN THIRTEEN: RESIDENCY:**

It is hereby acknowledged that the EMPLOYEE currently resides at  The VILLAGE expressly acknowledges that EMPLOYEE'S current residence is of such proximity to the VILLAGE that the EMPLOYEE can adequately perform all the duties of his office. During the term of this Agreement and any extensions thereof, the VILLAGE agrees that the EMPLOYEE'S current residence shall be deemed to satisfy any future residency requirements that the VILLAGE may adopt.

Notwithstanding the foregoing, the EMPLOYEE agrees not to relocate his permanent residence a further distance from the corporate limits of the VILLAGE OF WILLOWBROOK than his current residence at  without the approval of the Mayor and Board of Trustees.

**SECTION FIFTEEN FIFTEEN FOURTEEN: GENERAL PROVISIONS:**

A. This Employment Agreement sets forth the entire understanding of the parties and may only be amended, modified or terminated by a written instrument signed by the parties except as herein otherwise provided. This Agreement entirely supplants all other prior Employment Agreements between the parties.

B. The EMPLOYEE acknowledges that the services to be rendered by him are unique and personal. Accordingly, the EMPLOYEE may not assign any of his rights or delegate any of his duties or obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of

any successor governmental legal entity or successor elected VILLAGE officials which may assume and perform the duties of the VILLAGE and/or the elected officials thereof.

C. **SURRENDER OF VILLAGE PROPERTY.** Upon the termination of the EMPLOYEE'S employment with the Village, regardless of cause therefor, the EMPLOYEE shall promptly surrender to the Village all property provided to him by the Village for use in relation to his employment.

D. **APPLICATION OF THE PERSONNEL MANUAL.** The Village's Personnel Manual shall be applicable to the employment of the EMPLOYEE except to the extent that it is in conflict with a provision of this Agreement, in which case the specific provision of this Agreement shall control.

E. **STATEMENT OF ECONOMIC INTERESTS.** The EMPLOYEE shall annually file with the office of the Illinois Secretary of State a verified written Statement of Economic Interests pursuant to Article 4A entitled "Disclosure of Economic Interests" of the Illinois Governmental Ethics Act, (5 ILCS 420/4A-101 *et seq.*)

~~E.F. The Village agrees that it shall not at any time during the term of this Contract reduce the salary, compensation, or other benefits of the Village Administrator.~~

~~F.G. **CONFIDENTIALITY.**~~ The EMPLOYEE shall hold in a fiduciary capacity for the benefit of the Village all information, knowledge or data of the Village, its business, and its operations, obtained by the EMPLOYEE during his employment, which is not subject to disclosure under the provisions of the Illinois Freedom of Information Act (5 ILCS 140/1-11 *et seq.*) and which is not generally known to the public. The EMPLOYEE shall not disclose or make use of, for his own benefit, for the benefit of another or for the benefits of any entity any confidential information, knowledge or data of the Village, its business or its operations which is not subject to disclosure under

the provisions of the Illinois Freedom of Information Act (5 ILCS 140/1-11 *et seq.*) and which is not generally known to the public.

~~G.H.~~ **OFFICIAL BOND.** Pursuant to Section 5-3-8 and 5-3-9 of the Illinois Municipal Code (65 ILCS 5/5-3-8 and 5-3-9) and the Code of Ordinances, Village of Willowbrook, Illinois, the EMPLOYEE shall execute and file with the Village Clerk a bond with a surety company authorized to do business in Illinois under the laws of Illinois, payable to the Village in the amount of Ten Thousand Dollars (\$10,000) conditioned upon the faithful performance of the duties of the offices of EMPLOYEE of the Village and the payment of all monies received by the EMPLOYEE, according to law and the ordinances of the Village. The security of the bond is hereby approved by the Village. Pursuant to Section 1 of the Official Bond Payment Act (5 ILCS 270/1) and ILCS 5/5-3-8 and 5-3-9), the Village shall pay the full cost of the bond. The Intergovernmental Risk Management Agency shall provide such bond, if the agency is willing to provide such bond and the Village continues to be a member thereof. Should the Intergovernmental Risk Management Agency be unwilling to provide such bond or if the Village discontinues membership in the Intergovernmental Risk Management Agency, the Village shall arrange for the issuance of an official bond for the EMPLOYEE. The Village shall, on behalf of Employee, pay the cost of said bond.

~~H. **INDEMNIFICATION.** The Village shall defend, save harmless and indemnify the Village Manager Administrator against any and all losses, damages, judgments, interest and court costs arising out of an alleged act or omission occurring in the performance of EMPLOYEE'S duties as Village Administrator or resulting from the exercise of judgment or discretion in connection with the performance of his duties or responsibilities, unless the act or omission involved intentional, illegal or willful or wanton conduct. The Village shall have the right to compromise and settle any claim or suit.~~

I. **CERTIFICATIONS.** The EMPLOYEE shall submit to the Village a certification, attached hereto as Exhibit "A," that the Village Administrator:

1. Is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Is not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;
3. Certifies that no officer or employee of the Village has solicited from the EMPLOYEE any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of the Code of Ordinances of Willowbrook, Illinois, adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act;
4. Has not given to any officer or employee of the Village any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Village Administrator in violation of the Code of Ordinances of Willowbrook, Illinois, adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act;
5. Is not a person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224), and he is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person;
6. Is not, directly or indirectly, engaged in, and is not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person;
7. Is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United State Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and he is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

J. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and this Agreement may be enforced with that provision severed or as modified by the court.

K. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

L. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

1. **VILLAGE at:**  
Village Mayor  
Village of Willowbrook  
835 Midway Drive  
Willowbrook, Illinois 60527

2. **EMPLOYEE at:**

Mr. Brian Pabst

3. To such other person or place which either party hereto by its prior written notice shall designate for notice to it from the other party hereto.

M. This Agreement is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

*IN WITNESS WHEREOF*, the parties hereto have set their hands and seal this 26<sup>th</sup> day of ~~May~~April, 2021.

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**VILLAGE OF WILLOWBROOK,  
an Illinois Municipal Corporation**

By: \_\_\_\_\_  
**Village Mayor**

**ATTEST:**

\_\_\_\_\_  
**Village Clerk**

**EMPLOYEE:**

---

**Brian Pabst**

EXHIBIT "B"

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) ss.  
VILLAGE OF WILLOWBROOK, ILLINOIS )

CERTIFICATE OF APPOINTMENT

TO: Leroy Hanson, Village Clerk

I, Frank Trilla, Mayor of the Village of Willowbrook, DuPage County, Illinois, do hereby certify that Brian Pabst, has been duly appointed by me with the advice and consent of the Board of Trustees on the \_\_\_ day of ~~July, 2019~~ May, 2021 to the office of Village Administrator of the Village of Willowbrook, Illinois, effective on the ~~1<sup>st</sup>~~ \_\_\_ day of ~~July, 2019~~ May, 2021 for an indefinite term not to exceed that of the current Mayor of the Village of Willowbrook and until his successor shall have been duly appointed and qualified.

Given under my hand and the Corporate Seal of Willowbrook, Illinois, this \_\_\_ day of \_\_\_\_\_, ~~2019~~ 2021.

\_\_\_\_\_  
Frank Trilla, Mayor of the  
Village of Willowbrook, Illinois

**EXHIBIT "C"**

**VILLAGE OF WILLOWBROOK, ILLINOIS**

**OATH OF OFFICE**

I, Brian Pabst, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Illinois and that I will faithfully discharge the duties of Village Administrator of the Village of Willowbrook to the best of my ability.

Administered and sworn at Willowbrook, Illinois, this \_\_\_\_ day of \_\_\_\_\_,  
2019~~2021~~.

\_\_\_\_\_  
Brian Pabst

**EXHIBIT "D"**

**CERTIFICATION**

The certifications hereinafter made by Brian Pabst are each a material representation of fact upon which reliance is placed by the Village of Willowbrook (the "Village") in entering into the Village Administrator Employment Agreement with Brian Pabst. The Village may terminate the Village Administrator Employment Agreement if it is later determined that Brian Pabst rendered a false or erroneous certification.

I, Brian Pabst, hereby certify, represent and warrant to the Village that:

(A) I am not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

(B) I am not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

(C) No officer or employee of the Village has solicited from the Village Administrator any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of the Code of Ordinances of Willowbrook, Illinois adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act;

(D) I have not given to any officer or employee of the Village any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Village Administrator in violation of the Code of Ordinances of Willowbrook, Illinois adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act;

(E) I am not a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224), and I am not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person;

(F) I am not, directly or indirectly, engaged in and am not facilitating the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person; and

(G) I am not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United State Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and I am not engaged in this transaction directly or indirectly on behalf of, or

facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

If any certification made by me or term or condition in this contract changes, I, Brian Pabst, shall notify the Village in writing within seven (7) days.

| Dated: May \_\_\_\_\_, 20192021

\_\_\_\_\_  
Brian Pabst

STATE OF ILLINOIS     )  
                                  ) ss.  
COUNTY OF DUPAGE    )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Brian Pabst, known to me, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

| Dated: May \_\_\_\_\_, 20192021

\_\_\_\_\_  
Notary Public